United States Court of Appeals

for the Second Circuit

SUPPLEMENTAL APPENDIX

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75-7518

United States Court of Appeals
FOR THE SECOND CIRCUIT

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P/S

TELEDYNE INDUSTRIES, INC.,

Plaintiff-Appellee,

against

ODIF PODELL, SIMON SRYBNIK, NICHOLAS ANTON, SAUL WALLER,

Defendants-Appellants,

and

EON CORPORATION and KERNS MANUFACTURING CORP.,

Defendants.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

UNITED STATES COURT OF APPEALS
FILED
NOV 8 1976
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SECOND CIRCUIT

SUPPLEMENTAL JOINT APPENDIX
(Judgment after Trial)

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15 Q Did there come a time, Mr. Podell, when you
16 were informed that a subcontract had been entered into?
17 A Yes, I was informed.
18 Q Do you recall approximately when you were
19 informed?
20 A I think Nick Anton told me, it must have been around
21 May of '71 or thereabouts, that a subcontract was nego-
22 tiated with Teledyne.

A 1200

OPINION OF BAUMAN, D.J. RE SUMMARY JUDGMENT MOTION

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------x

TELEDYNE INDUSTRIES, INC.,

Plaintiff,

-against-

EON CORPORATION, ODIF PODELL, SIMON SRYBNIK, NICHOLAS ANTON, SAUL WALLER and KERNS MANUFACTURING CORP.,

Defendants.

----------x

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OPINION

72 Civ. 3261

FILED
U.S. DISTRICT COURT
S.D. OF N.Y.
MAR 20 3 00 PM '74

A P P E A R A N C E S

Breed, Abbott & Morgan, New York City (Stephen R. Lang, Charles M. Mitchell, of counsel) for plaintiff.

Feldshuh & Frank, New York City (Sidney Feldshuh, Richard Heinberger, of counsel) for defendants Srybnik, Podell, Anton and Waller.

BAUMAN, D. J.

This is a diversity action brought by Teledyne Industries, Inc., a California corporation with its principal place of business in Los Angeles against Eon Corporation, a New York corporation with its principal place of business in Brooklyn, and four of its officers and/or directors, Podell, Srybnik, Anton and Waller.[1/] Before the court are two motions, one by the plaintiff and one by the four individual defendants.[2/] Plaintiff moves pursuant to Rule 37(a)2 of the Federal Rules of Civil Procedure

for an order compelling production of certain documents previously requested under Rule 34. Defendants move, pursuant to Rule 56, for partial summary judgment dismissing plaintiff's action as against them. I shall first consider defendants' motion, for it requires an exposition of the underlying facts necessary for an understanding of the discovery motion as well.

I.

As an introduction to the discussion of the summary judgment motion, it will be useful to set forth those facts which are undisputed. What follows, then, is drawn from defendants' 9(g) statement, the pleadings, and the transcripts of the various depositions submitted by the parties.

The Eon Corporation, founded in 1961, is engaged in the development and manufacture of "medical, nuclear, electronic and optical devices."[3/] In December, 1968 it acquired what became its American Marc Division, which was located in Inglewood, California and was engaged in the manufacture of diesel engines and electric generators. Of the individual defendants, Anton is president of Eon, Podell chairman of the board, Waller secretary, and Srybnik, both individually and through corporations he controls, the largest single shareholder. All are directors of Eon, and were at the time of the events in question.

On or about June 20, 1969, Eon, through American Marc, was awarded a contract by the United States Army, No. DAAK01-69-C-A359, for the manufacture, production and delivery of 1.5 KW generator sets. At some point in 1970, the Eon board decided to

find a subcontractor to fulfill its remaining commitments thereunder. This decision had been reached pursuant to its earlier determination to terminate the operations of the unprofitable American Marc Division. Eon's interest in locating such a subcontractor had been communicated to one Eugene Wolper by M. J. Leonard, an Eon director and head of the American Marc Division. Wolper in turn contacted Harold Rouse, a Teledyne vice president, during the week of May 3, 1971. When Rouse expressed interest, a meeting was arranged in Los Angeles between Teledyne and Eon representatives for May 10, 1971.

The negotiations were completed in the brief span of three days, and culminated in the signing of contracts on May 12, 1971. Present during all or part of the negotiations were Leonard, Wolper, Rouse, and Homer Coleman, another Teledyne executive. Anton arrived in Los Angeles on May 12, and participated in the final discussions and execution of the agreement.

Two documents were executed on that day. One was Purchase Order No. M-1257, wherein Teledyne agreed to manufacture 4,372 generator sets at a unit price of $360,[4/] or a total cost of $1,573,920, and to deliver them as specified in the original Army contract. The other was an inventory agreement which provided, in essence, that Teledyne would purchase from Eon all of the generator set parts and material which Eon possessed in good condition on August 31, 1971, at a price equal to 75% of the inventory value of such equipment as well as the tooling, gauges, and other equipment necessary to perform the contract.

In addition, the parties also made certain arrangements for payment from Eon to Teledyne. A letter from Rouse to Leonard dated May 13, endorsed with Leonard's acceptance on May 25, set out the essential terms:

> "Eon will arrange with Bank of America to hold funds received from 1.5 KW generator sales, covered on Eon Purchase Order No. M-1257 in a special account, which will be used to pay TCM [Teledyne] invoices. Mr. Leonard to confirm this, in writing, to exact arrangements, etc."

The arrangements were spelled out in a letter dated May 25, 1971, from Leonard to the Palos Verdes branch of the Bank of America.[5/] The letter, which is set out in full in the margin,[6/] provided for the deposit of all funds received by Eon from the sale of the generator sets to the government "in our special account which we have opened at the Bank of America for this purpose." Payments to Teledyne were to be made by cashier's check after Eon received the Teledyne invoices for generator sets produced and shipped, and after the government had paid Eon. The letter also provided that "[t]he balance in the account will be dispursed (sic) according to the direction of American Marc Division of Eon Corporation." The meaning of this phrase, as will be noted below, is very much in doubt.

Teledyne commenced production and delivery of the generator sets later in 1971, and for a time the arrangement worked as planned. However, in April or May of 1972, Eon informed Teledyne that it would no longer make payments under the subcontract. According to Anton, Eon's president, Eon was compelled

to use the money received from the government for other corporate purposes. Had Eon paid Teledyne instead, he asserted, "the company would have stopped existing."[7/] This lawsuit was commenced by Teledyne on July 27, 1972.

In its complaint, Teledyne sets forth two causes of action. In the first, it alleges that the defendants embarked upon a scheme to defraud Teledyne by inducing it to enter into a contract which they knew Eon lacked the means to perform. In pursuance of this scheme, it is charged that two fraudulent representations were made to Teledyne: (a) that the amount remaining to be paid Eon by the Army under the contract exceeded the subcontract price, and (b) that Eon had clear and unencumbered title to the inventory, tooling, and other equipment which Teledyne had agreed to purchase. The second cause of action alleges, in essence, a breach of fiduciary duty owed by Eon to Teledyne. It is claimed that Eon undertook to establish a special account for the payment of Teledyne's invoices, and further undertook not to withdraw any funds from this account until Teledyne had been paid in full. The funds received by Eon from the Army were "held in trust" in this account, it is alleged, and the subsequent diversion of such funds to other purposes constituted a breach of trust and an act of conversion.

II.

In support of its motion for summary judgment with regard to the first cause of action, defendants argue that the facts as developed in the numerous depositions taken demonstrate beyond

cavil that they made no fraudulent representations to Teledyne, and did nothing to induce it to enter into the subcontract. Plaintiff, of course, argues that there is a more than adequate basis in the record thus far developed for concluding that the defendants participated in the allegedly fraudulent scheme.

At this juncture, then, it will be useful to review the familiar standards that govern motions for summary judgment. I must at the outset acknowledge the pertinence of Professor Moore's observation that "[s]ummary judgment is apt to be inappropriate in an action based on a complex scheme of fraud where the court is asked to decide the motion on lengthy affidavits and documents and voluminous depositions."[8/] Moore adds the obvious caveat that the party opposing summary judgment cannot rely merely on complexity; he must proffer evidence that raises triable issues of fact.

The prevailing rule, then, is that allegations of fraud do not readily lend themselves to resolution by way of summary judgment. Clyde v. Hodge, 413 F.2d 48 (3rd Cir. 1969). Fraudulent intent is an issue best determined by a careful examination of the underlying facts and an evaluation of the credibility of the parties and witnesses. Categorical denials of such intent contained in affidavits (or, as here, in depositions) scarcely provide an adequate basis for such a determination. Associated Hardware Supply Co. v. Big Wheel Distributing Co., 355 F.2d 114 (3rd Cir. 1966); F. S. Bowen Electric Co. v. J. D. Hedin Construction Co., 316 F.2d 362 (D.C.Cir. 1963); Paine-Henderson v. Eastern Greyhound

Lines, 320 F.Supp. 1138 (D.S.C. 1970). See also Poller v. Columbia Broadcasting System, Inc., 368 U.S. 464, at 473 (1962); Cross v. United States, 336 F.2d 431 (2nd Cir. 1964). In order to establish that no genuine issue of material fact exists, defendants must sustain a heavy burden. Weiss v. Kay Jewelry Stores, Inc., 470 F.2d 1259 (D.C.Cir. 1972).

The standard against which the liability of the individual defendants is to be measured is also a familiar one. It is now well settled that an officer or director is not, merely by virtue of his office, liable for the tortious acts of the corporation. He must direct, authorize, or in some meaningful sense participate actively in the assertedly wrongful conduct. Armour and Company v. Celic, 294 F.2d 432 (2nd Cir. 1961); Hagemeyer Chemical Co. v. Insect-O-Lite Co., 291 F.2d 696 (6th Cir. 1961); Lobato v. Pay Less Drug Stores, 261 F.2d 406 (10th Cir. 1958); Lahr v. Adell Chemical Co., 300 F.2d 256 (1st Cir. 1962); Lemmans v. Zurich Insurance Co., 403 F.2d 512 (5th Cir. 1968); United States Liability Insurance Co. v. Haidinger Hayes, Inc., 1 Cal. 3rd 586, 463 P.2d 770, 83 Cal. Rptr. 418 (1970). The question presented for determination, then, is whether the papers before me raise any triable issues of fact with regard to the participation of the moving defendants in the alleged fraud perpetrated by Eon.

In reviewing the deposition testimony submitted by both sides, I am obliged to view the facts in the light most favorable the the party opposing summary judgment. United States v. Diebold, 369 U.S. 654 (1962). Given that standard, I have concluded that

the evidence of defendants' involvement, although scarcely extensive, is sufficient to defeat their motion. My review of the evidence that follows should not, of course, be construed as even hinting at a determination of the ultimate liability of the defendants; it in no way constitutes factual findings. The function of a district judge in a summary judgment motion thus seems to have escaped the defendants, whose arguments appear to assume that the position supported by a preponderance of the evidence prevails.

Defendants' view of the evidence is relatively straightforward. They concede that Teledyne possesses a valid breach of contract claim against Eon, but argue that Teledyne's only recourse is to pursue it as a general creditor in the bankruptcy court. In this action, it is claimed, Teledyne is merely seeking to circumvent the bankruptcy proceedings to reach the personal assets of the individual defendants, an argument which conveniently ignores the six month hiatus between the filing of this action and the institution of Eon's Chapter XI proceedings. The unstated premise underlying defendants' arguments is that because they did not participate in the face to face negotiations of May 10-12 leading up to the signing of the subcontract, they cannot be held liable. Thus Podell, Srybnik and Waller point out that they were not present in Los Angeles and were unaware of the terms arrived at by the parties. Anton argues that he did not arrive on the scene until approximately 1:00 P.M. on May 12, by which time negotiations were effectively concluded. His sole function was thus the purely ministerial one of signing the contracts and no intent to defraud can be inferred from his actions.

Plaintiff's view of the facts, and of defendants' involvement in the assertedly fraudulent scheme, is more complex. It is first necessary, however, to set forth briefly plaintiff's theory regarding the nature of the fraud. A principal concern of the Teledyne negotiators was Eon's ability to fulfill its commitments under the subcontract. During the negotiations, Rouse and Coleman had obtained a Dun and Bradstreet report on Eon, and learned that, as a credit risk, it was something less than the Rock of Gibraltar.[9/] They thus sought, and were given, assurances that there was enough money owing to Eon under the main contract to pay Teledyne.[10/] Plaintiff argues vigorously that these assurances were false, and adduced considerable evidence at the depositions in support of its contention. As is not unusual in Army contractual relations, Eon had received a number of "progress payments" from the government. It is undisputed that progress payments may amount to, but not exceed, 85% of the selling price of the product shipped. The government then pays the remaining 15% upon the final delivery of the goods. According to the testimony of Robert Walck,[11/] division controller of American Marc at the time of the events in question, on May 7, 1971 Eon had submitted to the government "Progress Payment Request No. 21." Walck had prepared this document (DD Form 1195) as he had all those previously submitted. The document discloses that the total value of the contract was $3.5 million. Eon had previously delivered and been reimbursed for goods totalling $1.3 million. The value of the items not yet delivered was thus approximately $2.2 million. However, "Request No. 21" also discloses that Eon had received

previous progress payments of $1.7 million, and was by that very document submitting a further request for $185,000. Thus, at the time of the execution of the Teledyne subcontract, the amount remaining to be paid Eon under the main contract after the requested payment was slightly more than $300,000.[12/]

Plaintiff also claims that Eon's representation that it owned the inventory which it sold to Teledyne was fraudulent. It points out that the 1971 Financial Statement of American Marc, dated February 28, 1971, contains the following footnote (at p.10) regarding inventory: "Progress payments for government contract work have been offset against inventory as under the terms of the contract title to certain of the inventory is vested in the government." Teledyne contends that Eon failed to advise it that its title to the inventory was, at the very least, encumbered.

By my reading of the deposition testimony, there is sufficient evidence of: (a) the defendants' knowledge of American Marc's financial condition in general and of the generator set contractor in particular, and (b) defendants' involvement in and approval of the subcontract negotiations to raise triable issues of fact with regard to both of these questions. I shall now review that evidence briefly.

Once it was decided in late 1970 to terminate the operations of the American Marc Division, the Eon board became interested in subcontracting the balance of the generator set contract at a unit price lower than they were being paid by the Army. This is

reflected in the minutes of the board's meeting of April 21, 1971.[13] In pursuit of this end, members of the Eon board contacted several companies viewed as potential subcontractors.[14] At a full trial it may well develop that the defendants had some general familiarity with the generator set contract[15] and were aware of the desirability of obtaining a subcontract for it.

There is, some evidence that the Eon board was aware of the status of the generator set contract even prior to the negotiations of May 10-12. Leonard testified[16] that he received periodic reports from Walck regarding the amount of money left in the contract and further testified that these reports were submitted to Eon in New York, in one of two ways. Leonard would either mail them to Anton, or he would bring the reports to Eon board meetings, where they would be discussed. By way of corroboration, Walck testified[17] that he prepared routine monthly financial reports for American Marc which were submitted to Anton and Leonard. In addition to reflecting monthly profit and loss, cash flow, etc., they reflected the progress payments to date under the generator set contract.[18]

The papers before me also provide some evidence of the defendants' awareness of, and involvement in, the execution of the subcontract with Teledyne. With regard to participation in the negotiations and signing, the defendants fall into two categories: Anton on the one hand, and Podell, Srybnik and Waller on the other. As for Anton, there is testimony, both his own and others', that upon his arrival in Los Angeles he was fully apprise

of the results of the negotiations that had taken place up to that point.[20] According to Rouse, the representations made by Leonard regarding the ownership of the inventory and amounts remaining under the generator set contract were reviewed with Anton.

With regard to the remaining defendants, it appears that Leonard phoned Anton, presumably on May 11, and advised him that the negotiations were making progress and that an agreement was near.[21] Leonard's testimony suggests that in his telephone call he set forth the substance of the negotiations in some detail, for he stated that even before his arrival Anton knew of TTeledyne's proposal for the establishment of a special account. Leonard also stated he understood that Anton had reviewed the proposed contract with the Don board.[22] Anton himself stated that he conferred with the members of the board by telephone after receiving Leonard's call, and that all concurred in his decision to go to Los Angeles to sign the subcontract.[23]

Upon Anton's return from Los Angeles, the subcontract remained a matter of importance to the board. According to Anton, its members saw both the purchase order and the inventory agreement, and the matter was discussed "continuously."[24] Although he was unable to locate the relevant entry in the minutes of the board, Anton also testified that it approved the Teledyne subcontract.[25]

The record, then, viewed in a light most favorable to plaintiff, virtually bristles with triable issues of fact that

make impossible the granting of summary judgment on plaintiff's first cause of action. This case is, in several respects, comparable to the recent case of Ferguson v. OmniMedia, Inc., 469 F.2d 194 (1st Cir. 1972). There plaintiff had purchased stock of OmniMedia, the corporate defendant, allegedly in reliance upon fraudulent misstatements made in a balance sheet. The only question presented to the First Circuit was the liability of a single director, the wife of the corporation's president, in whose favor the district court had granted summary judgment. The district court had relied on the defendant's affidavit which disclaimed knowledge of the fraudulent balance sheet and further denied any participation in the financial affairs of the corporation. The latter denial was disputed in an affidavit submitted by the plaintiff. In reversing the grant of summary judgment, the court of appeals noted that the facts did not exclude the defendant's possible participation in a conspiracy to violate the securities laws. The court reasoned as follows:

> "[Defendant] was an officer and director of OmniMedia at relevant times. During the period in 1968 when her husband and co-director has been found to have defrauded appellant, she demonstrated in conversations (according to appellant's affidavit) knowledge of the business of the corporation and of appellant's stock ownership. She also was present at and recorded the minutes of one or more corporate meetings at which allegedly improper actions were taken. These circumstances give rise to more than a passing inference that she may have known about and participated in any illegal scheme that was afloat to defraud the appellant." 469 F.2d at 197.

Here too, there is at the very least a "passing inference" that the individual defendants, Anton particularly but the others

as well, knew that insufficient funds remained payable to Eon under the contract and knew further that Eon's undertaking with Teledyne implied precisely the opposite. Defendants' motion for summary judgment on the first cause of action is accordingly denied.

III.

Plaintiff alleges in its second cause of action that defendants represented that all government payments to Eon would be placed in a "special account," and that no monies would be withdrawn from this account until Teledyne's invoices were paid in full. The failure to fulfill these obligations, it is charged, constitutes a breach of fiduciary duty, and the use of the funds for other purposes is said to amount to the act of conversion. Defendant acknowledges the existence of such an account, but contends that it never undertook to give priority to Teledyne's invoices or to restrict the use of the account in the manner which plaintiff describes.

Reference has already been made, in Part I of this opinion, to Leonard's letters of May 13 and May 25, of which the latter is set out at footnote 6, supra. I shall only attempt here to point up some of the ambiguities and misunderstandings which surround the establishment of this account and which, in my view, necessarily preclude the granting of summary judgment.

It seems well established that during the negotiations of May 10-12 the Teledyne representatives were concerned with Eon's ability to meet its financial obligations under the proposed

subcontract.[26] As Leonard conceded[27] it was understood by all parties at the negotiations that American Marc had no funds with which to pay Teledyne except those forthcoming from the government under the generator set contract. The Teledyne representatives therefore proposed that the special account be established, into which the progress payments would be deposited and from which the Teledyne invoices would be paid. This proposal was accepted by Eon, as Leonard's letters of May 13 and 25 reflect.

There is disagreement, however, as to how the account was to be administered.[28] Leonard and Anton[29] both testified that it was never Eon's intention that no monies be expended from the account until after payment to Teledyne. The testimony of Walck, American Marc's controller,[30] describes the operation of the account in detail. In 1971 American Marc had two accounts, one at the United California Bank, the other at Bank of America. The Bank of America account was established at some point after American Marc obtained the generator set contract in 1969. It was apparently set up at the request of Canron Limited, a supplier of American Marc under the contract and was subsequently used to pay Canron and another supplier, Electromagnetic Industries, upon the receipt of progress payments from the government. Although some other funds were paid into the Bank of America account, it was essentially a depository for progress payments. It was this account, then, that was used by American Marc to meet Teledyne's request; no new account was established. It further appears that the United California Bank account was closed in August or September of 1971.

Thereafter, the Bank of America account was used for various corporate purposes, such as paying utility bills or paying the salary of employees.

Defendants' position, then, is that the testimony of various Eon officers establishes that there was never any intention of giving Teledyne's invoices preference. I am convinced, however, that the documentary evidence alone is sufficient to call that into question. The May 25 letter from Leonard to the Bank of America is a model of ambiguity: it is equally consistent with the interpretations advanced by both sides. An October 11, 1971 letter from Leonard to Coleman is less ambiguous, however. In closing, Leonard states: "We will pay you as we agreed and you have the largest bank in California acting as monitor in your behalf." Plaintiff may legitimately question what monitoring function was performed if the account was administered in the manner in which the Eon executives have explained it here. Defendants' version also leaves unexplained the question of why Rouse and Coleman, obviously concerned with the certainty of Eon's payments under the subcontract, would have accepted a "special account" arrangement which provided no security whatsoever. Further explication of the meaning of the special account provisions must therefore abide the trial.

There are, however, legal as well as factual problems inherent in the second cause of action. Both conversion and breach of fiduciary duty are asserted in this count, and defendants attack the legal sufficiency of each of these theories.

A word about the applicable law is in order first. Klaxon Co. v. Stentor Electric Manufacturing Co., 313 U.S. 487 (1941), teaches that federal courts must follow the conflict of laws rules of the states in which they are situated. The leading New York case involving choice of law rules for contracts is Auten v. Auten, 308 N.Y. 155 (1954). There the New York Court of Appeals embraced the "grouping of contacts" theory: "[u]nder this theory, the courts, instead of regarding as conclusive the parties' intention or the place of making or performance, lay emphasis rather upon the law of the place 'which has the most significant contacts with the matter in dispute.'" It would appear that the state possessing the most significant contacts with the arrangement here at issue is California. The contracts were negotiated entirely in California and signed there. Teledyne is a California corporation with its principal place of business in Los Angeles; although Eon is a New York corporation, its American Marc Division was located in California and had its headquarters in Inglewood. Another important consideration[31/] is that the application of California law seemed to be within the contemplation of the parties. It will be recalled that the parties executed two documents, a purchase order and an inventory agreement. Although the former contains no reference to choice of law, the inventory agreement provides, in its final paragraph, that "[t]his contract is entered into in accordance with the law of the State of California and such law shall govern this contract." Although this provision technically applies to the inventory agreement, it might not be unwarranted to infer that it accurately expresses the parties' intentions with regard

to both of the agreements consummated on May 12. I therefore now turn to a consideration of the California law.

Teledyne contends that Eon's undertaking to set up a special account established a "fiduciary relationship" between the parties, and that Eon's subsequent use of funds in this account for other purposes constituted a "breach of trust." The standard definition of "fiduciary relations" can be found in Twomey v. Mitchum, Jones & Templeton, Inc., 262 Cal. App. 2d 690, 69 Cal. Rptr. 222 (Dist. Ct. App. 1968): "Confidential and fiduciary relations may be said to exist whenever trust and confidence is reposed by one person in the integrity and fidelity of another. The very existence of such relations precludes the party in whom trust is reposed from participating in profit or advantage resulting from his dealings." A similarly amorphous standard can be found in other jurisdictions as well. See, e.g., Vargas v. Esmulr, 166 F.2d 651 (7th Cir. 1948), cert. denied 335 U.S. 813 (1948); Rader v. Boyd, 252 F.2d 585 (10th Cir. 1957); Hamby v. St. Paul Mercury Indemnity Co., 217 F.2d 78 (4th Cir. 1954).

Although California law provides no clear guidelines, I have concluded that if the agreement establishing the trust account is given the interpretation which plaintiff urges, it adequately supports the existence of a fiduciary relationship. The California courts, it is true, have not been eager to superimpose fiduciary duties upon parties engaged in purely commercial dealings. The best example of this reluctance is Gonsalves v. Hodgson, 38 Cal. 2d 91, 237 P.2d 656 (1951). In that case,

plaintiff and his partners contracted with the defendant for the building of fishing boats. Upon delivery the boats proved defective, and plaintiff sought unsuccessfully to induce the defendant to make the necessary repairs. Plaintiff then brought suit, alleging, inter alia, a breach of fiduciary duty. The California Supreme Court concluded that no fiduciary relationship existed between the parties. Citing I Bogert Trusts and Trustees, § 17, it stated:

> "There is no fiduciary relation in the case of debt or other contract duty. The rights and duties of parties to a contract may generally be freely transferred. The trustee cannot assign his trusteeship or delegate the performance of his duties .... There is no rule that parties to a contract may not act for their own interest during the execution of the contract. They have no duty of loyal representation of the opposing party in the relationship." 237 P.2d at 661.

Gonsalves, however, stands for no more than the unimpeachable proposition that a contract does not ordinarily give rise to a fiduciary relationship, and its corollary that a debt is not a trust. Downey v. Humphreys, 102 Cal. App.2d 323, 227 P.2d 484 (Dist.Ct. App. 1951), presents a factual setting somewhat closer to the case at bar. This was an action by the liquidator of an insurance company against an agent to recover unremitted insurance premiums. With the knowledge and consent of the various companies he represented, the agent failed to segregate the premiums payable to any one company in a separate account. Rather, he commingled all premiums collected with his personal funds in a general commercial account, from which he paid the companies. The court held

the agent to be a mere debtor rather than a fiduciary largely, it appears, because he was permitted unrestricted use of the funds collected. It held: "If a person receives money and it is the intention that he shall have the unrestricted use thereof, being liable to pay a similar amount to a third person, a debt is created."

One may thus infer, from the negative pregnant of this holding, that an insurance agent the use of whose funds is restricted does act in a fiduciary capacity. Cf. Morgan v. American Fidelity Fire Insurance Co., 210 F.2d 53 (8th Cir. 1954). One may further infer that where a party to a contract undertakes to make payments out of a fund specially segregated for a specified purpose, he acts in a fiduciary capacity. See Whiting-Mead Co. v. West Coast Bond and Mortgage Co., 66 Cal. App.2d 460, 152 P.2d 629 (Dist.Ct.App. 1944); Ralph C. Sutro Co. v. Paramount Plastering, Inc., 216 Cal. App.2d 433, 31 Cal. Rptr. 174 (Dist.Ct.App. 1963). I therefore conclude that Teledyne's contentions, if taken as true, are sufficient to allege a breach of fiduciary duty. Under plaintiff's theory, the progress payments were to be segregated in a special fund the principal purpose of which was the payment of Teledyne's invoices. If plaintiff can sustain this theory at trial, it will have adequately demonstrated the existence of a fiduciary relationship. If, as defendants contend, the "special account" was to be used to pay Teledyne, among others, with no particular preferences implicit in its establishment, Downey would compel a finding that no such relationship existed.

Plaintiff's allegations of conversion are similarly sufficient. Conversion has been defined by the California courts as "any act of dominion wrongfully asserted over another's personal property in denial of or inconsistent with his rights therein .... In order to establish a conversion, the plaintiff must show an intention or purpose to convert the goods and to exercise ownership over them, or to prevent the owner from taking possession of his property." Oakes v. Suellyn Corporation, 24 Cal. App.3rd 279, 100 Cal. Rptr. 838 (Dist.Ct.App. 1972); Itano v. Colonial Yacht Anchorage, 267 Cal. App.2d 84, 72 Cal. Rptr. 823 (Dist.Ct.App. 1968); Zaslow v. Kroenert, 29 Cal.2d 541, 176 P.2d 1 (1946); Newhart v. Pierce, 254 Cal.App.2d 783, 62 Cal. Rptr. 553 (Dist.Ct. App. 1967). See also Citizens National Bank v. Osetek, 353 F.Supp. 958 (S.D.N.Y. 1973).

— ~~It~~ is well-settled that in an action for conversion, the plaintiff must establish that he had possession or the right to immediate possession of the property at the time of the alleged conversion. Distrat v. Irving Lumber & Moulding, Inc., 210 Cal. App.2d 382, 26 Cal. Rptr. 520 (Dist.Ct.App. 1962); Gardena Valley Airport v. All American Sports Enterprises, 230 Cal.App.2d 478, 41 Cal. Rptr. 93 (Dist.Ct.App 1964); Scott v. Bassett, 86 Cal. App.2d 373, 194 P.2d 781 (Dist.Ct.App. 1948); General Motors Acceptance Corp. v. Dallas, 198 Cal. 365, 245 P.184 (1926). Defendants claim here, of course, that Teledyne did not become the "owner" of the progress payments as soon as they were paid into the special account, and thus do not meet the requisites for an action

in conversion. This overlooks the doctrine, equally well settled, that an action may be brought by a person who, although not in possession, had a special interest in the property giving him a right to possession at the time of the conversion. Pope v. National Aero Finance Co., 46 Cal. Rptr. 233 (Dist.Ct.App. 1965); Carvell v. Weaver, 54 Cal. App. 734, 202 P. 897 (Dist.Ct.App. 1921). Whether or not Teledyne possessed such a special interest here depends, in turn, on my ultimate determination of the function and purpose of the special account. If the account was to be maintained as plaintiff contends, it would appear that Teledyne possesses a special interest, short of actual ownership, sufficient to maintain an action for conversion. See National Bank of New Zealand v. Finn, 81 Cal. App. 317, 253 P. 757 (Dist.Ct.App. 1921); Camp v. Ortega, 209 Cal. App.2d 275, 25 Cal. Rptr. 673 (Dist.Ct.App. 1962); Driver v. Acquisto, 145 Cal. App.2d 304, 302 P.2d 387 (Dist.Ct. App. 1956); McGaffey Canning Co., Inc. v. Bank of America, 109 Cal. App. 415, 294 P. 45 (Dist.Ct.App. 1930) In testing the legal sufficiency of the pleadings their allegations must be taken as true, and I therefore conclude that plaintiff has stated such a cause of action.

In conclusion, then, defendants' motion for summary judgment on the second cause of action is denied in all respects.

IV.

At issue in plaintiff's Rule 37(a)2 motion is defendants' failure to respond to the request for production of documents sought in plaintiff's original notice to produce served in August,

1972. Seven sets of documents are sought, and they will hereafter be identified by the corresponding paragraph number in the notice: (1) Eon's Certificate of Incorporation; (2) Eon's By-Laws; (5) Minutes of Eon board meetings; (6) minutes of Eon executive committee meetings; (33) completed DD 1195s or other documents requesting progress payments; (38) documents, including bank accounts, showing disbursement of funds received under the generator set contract; and (39) liquidation payments for deliveries made under the contract.

The only question of any moment is raised at the threshold by the individual defendants. They argue that the order of the bankruptcy court staying all actions against Eon forbids the production of the documents in question. This contention, I have concluded, is meritless. 11 U.S.C. § 714,[32/] it is true, enables the bankruptcy court to stay all actions against the debtor pending a final decree in the arrangement proceeding. See, e.g., In Re Zeckendorf, 326 F.Supp. 182 (S.D.N.Y. 1971); United Nations Children's Fund v. S/S Nordstern, 251 F.Supp. 833 (S.D.N.Y. 1966). The purpose of the stay is to prevent interference with. or diminution of, the debtor's property during the pendency of the Chapter XI proceeding. In Re Krull, 21 F.Supp. 377 (M.D.Pa. 1937). It is intended to prevent a creditor from defeating the jurisdiction of the bankruptcy court over the debtor's property by instituting another action in a different forum. In Re Bargain City, USA, Inc., 212 F.Supp. 111 (E.D.Pa. 1962); First National Bank in Houston, Texas v. Lake, 199 F.2d 524 (4th Cir. 1952). It is obvious, I submit, that none of these purposes would be defeated by requiring

Eon to submit copies of the documents requested by plaintiff. Such documents will be used only in plaintiff's prosecution of its action against the individual defendants; cognizant of the stay, Teledyne is not seeking to proceed against Eon. So long as the purpose served by the stay, the preservation of Eon's property from adverse judgments, is observed in these proceedings, I see no obstacle to requiring this limited participation of Eon here.

The earlier discussion of the facts underlying this action should suffice to demonstrate the relevance of each of plaintiff's documentary requests. Indeed, I do not understand the defendants to contest the relevance of the documents requested in paragraphs 33, 38, 39. The affidavit of Richard Weinberger, Esq., counsel for defendants, concedes at p.21 that the only objection interposed to the satisfying of these requests is based on the stay of the bankruptcy court. Because the role which the directors of Eon played is of critical importance, plaintiff is entitled to the production of Eon's by laws and Certificate of Incorporation, requested in paragraphs (1) and (2). Those documents might conceivably shed light on the duties and responsibilities of the officers and directors. The importance of the minutes of the Eon board meetings, requested in paragraph (5), is too obvious to require extended discussion; they are surely essential to a determination of the involvement of these defendants. As for the material requested in paragraph (6), the minutes of Eon's executive committee meetings, counsel has represented that Eon has no such committee. In the absence of evidence to the contrary I shall accept this representation. Plaintiff's motion is

thus granted except as to paragraph (6).

Conclusion

To summarize, defendants' motion for summary judgment dismissing the action is denied. Plaintiff's motion to compel the inspection of documents is granted except as to the materials sought in paragraph (6) of its original request.

IT IS SO ORDERED.

Dated: March 20, 1974

U. S. D. J.

Footnotes

1/
The action was dismissed against the sixth defendant, Kerns Manufacturing Corp., by a stipulation between the parties dated October 17, 1973.

2/
The defendant Eon Corporation is currently undergoing an arrangement pursuant to Chapter XI of the Bankruptcy Act, (11 U.S.C. § 701 et seq.). On January 12, 1973, Bankruptcy Judge Manuel J. Price of the United States District Court for the Eastern District of New York signed an order staying all proceedings against Eon, 11 U.S.C. § 714, and it appears that Eon has not participated in the instant action since that date.

3/
1971 Annual Report of the Eon Corporation, p.3.

4/
The Army had agreed, under the original contract, to pay Eon a unit price of $392.

5/
Plaintiff's copy of this letter, submitted to this court as deposition exhibit "D", bears a stamp indicating that Rouse received it on June 1, 1971.

6/
"Bank of America
Golden Cove - Palos Verdes Branch
31176 Hawthorne Boulevard
Palos Verdes Peninsula, California 90274

Attention: Mrs. Fern Guy

Dear Mrs. Guy:

American Marc Division of EON Corporation has issued P.O. No. M-1257 to Teledyne Continental Motors, 1000 Ryan Avenue, Walterboro South Carolina to produce approximately 4000 generator sets.

Accordingly we have agreed to have all funds received by American Marc from the sale of these generator sets to the U.S. Government held in our special account which we have opened at the Bank of America for this purpose.

Teledyne Continental Motors' invoices will be sent to American Marc for generator sets as they are produced and shipped by TCM. American Marc will immediately invoice the U.S. Government for the units shipped.

American Marc will notify the Bank of America and TCM the exact invoices and amounts that have been included in the American Marc

request for payment from the U.S. Government.

When the funds are received, the check will be deposited in the special account and the Bank will be directed to use the funds to pay the amounts of the invoices, which were included in the payment check, directly to TCM by cashiers check. The balance in the account will be dispursed according to the direction of American Marc Division of EON Corporation.

We appreciate your courtesy extended to American Marc and TCM in this regard.

Sincerely,

AMERICAN MARC DIVISION
EON CORPORATION

/S/ M. J. Leonard
M. J. Leonard
Vice President-General Manager"

7/
Anton deposition, p.130.

8/
6 Moore's Federal Practice ¶ 56.17[27]

9/
Rouse deposition, p.72; Coleman deposition, p.19.

10/
Rouse deposition, p.75. Notes taken by Rouse during the negotiations (Deposition exhibit "E") indicate that this representation was made to the Teledyne representatives by Leonard.

11/
Walck deposition, p.21 et seq.

12/
Id.

13/
Quoted in Anton deposition, p.204.

14/
Podell deposition, pp. 27-29; Leonard deposition, pp. 17-27.

15/
Podell testified (at pp.27-8) that the generator set contract was the only one left to American Marc by the end of 1970.

16/
Leonard deposition, p.35 et seq.

17/
Walck deposition, p.36 et seq.

18/
The defendants' depositions offer a conflicting account. For example, Srybnik testified (pp.22-23) that although he knew that American Marc was progress billing the government, he had no idea how much money American Marc had received in this manner and that he was unaware that the subject was ever raised at a board meeting. He also testified that the directors never received any reports regarding the amount of money remaining to American Marc under the contract.

19/
Anton deposition, p.32; Rouse deposition, p.31.

20/
Id.

21/
Leonard deposition, pp.37-38.

22/
Id., p.28.

23/
Anton deposition, pp. 30-31.

24/
Id., p.43.

25/
Id., p.20. This proposition is vigorously disputed. Podell (pp.46-47) testified that the subcontract was never passed upon by the board, and Srybnik (p.38) stated that it was never "formally ratified". (It is not clear from the record whether he meant by this to exclude the possibility of informal approval.)

26/
Rouse deposition, p.73; Coleman deposition, p.19.

27/
See letter from Leonard to Coleman, dated October 11, 1971, deposition exhibit 20i.

28/
Leonard deposition, pp.35-37.

29/
Anton deposition, pp.47-55.

30/
Walck deposition, pp.47-59.

31/
See Restatement Second, Conflict of Laws § 187.

32/
11 U.S.C. § 714:

"§ 714. Stay of actions
The court may, in addition to the relief provided by section 29 of this title and elsewhere under this chapter, enjoin or stay until final decree the commencement or continuation of suits other than suits to enforce liens upon the property of a debtor, and may, upon notice and for cause shown, enjoin or stay until final decree any act or the commencement or continuation of any proceeding to enforce any lien upon the property of a debtor."

FORM 0754

TELEDYNE CONTINENTAL MOTORS

Route #3, Box 40, Walterboro, South Carolina 29488
~~XXXX

A 1230

Plaintiff's Exhibit 11

AND RECEIVING REPORT

DAAE07-69-C-A359

DATE 7/10/23

8. ACCEPTANCE POINT D

2. SHIPMENT NO. 01

3. DATE SHIPPED 7/10/23

4. B/L F-2,454,447

5. DISCOUNT TERMS

6. PRIME CONTRACTOR CODE 0038521
AMERICAN MARK
DIVISION OF [illegible]
8301 [illegible]
[illegible]

10. ADMINISTERED BY CODE S0506A
DEFENSE CONTRACT ADMINISTRATION SERVICE
REGION, LOS ANGELES
11099 SOUTH LA CIENEGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

11. SHIPPED FROM (If other than 6) CODE FOB: S
TELEDYNE CONTINENTAL MOTORS
RT. 3 BOX 40
WALTERBORO, SOUTH CAROLINA
29488

12. PAYMENT WILL BE MADE BY CODE S0506A
SAME AS BLOCK 10

13. SHIPPED TO CODE A67KAX
TRANSPORTATION OFFICER
TOOELE ARMY DEPOT
TOOELE, UTAH 84074

14. MARKED FOR CODE
USAMECOM MAN PROP ACCT
.158202-1140-6003/SUFF A67KAX
SIG J/IPD 02/RDD X13

15. ITEM NO.	16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AA	6115-839-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150	150	EA	360.00	54,000.00

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

[X] PQA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

7/10/23
DATE

SIGNATURE OF AUTH GOVT REP
H E MCCARTY

TYPED NAME AND OFFICE
S1102A

B. DESTINATION

[ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and the, conform to contract, except as noted herein or on supporting documents.

DATE

SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED

SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by ✓ mark. If different, enter actual quantity received below quantity shipped and encircle

23. CONTRACTOR USE ONLY

090766

ER-9150ST
S.O. LINE ITEM # 0014AA
TOTAL WEIGHT
TOTAL CUBIC FEET

DD FORM 250 1 NOV 68 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

TELEDYNE CONTINENTAL MOTORS

P. O. BOX 90
MOBILE, ALABAMA 36601

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

TRANSPORTATION OFFICER
TOOELE ARMY DEPOT
TOOELE, UTAH 84084

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A359			ER-91505		12-07-71	2028	22,2004	12-07-71	2023

F.O.B	FREIGHT	B/L NO.	SHIP VIA	TERMS NET
☐ MOBILE ALABAMA ☐ DESTINATION	☒ COLLECT ☐ PREPAID	F-6,001,907	Yellow Frt. Lines % PIE	30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AA	6115-889-1446 (MEP-015A)	1.5 KW Generator Set	150	360.00 ea.	$ 54,000.00	

Posted 1-9-72

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3960
ATLANTA, GA. 30302

A 1231
Plaintiff's Exhibit 11

A 1232

Plaintiff's Exhibit 11

MATERIEL INSPECTION AND RECEIVING REPORT

1. PROCUREMENT INSTRUMENT IDENTIFICATION (CONTRACT)	ORDER NO.	2. INVOICE NO.	3. PAGE	OF
DAAK01-69-C-A359		90898	1	1
		DATE 71DEC07	4. ACCEPTANCE POINT	
			S	

5. SHIPMENT NO.	DATE SHIPPED	6. B/L	TCN	7. DISCOUNT TERMS
CNW0002	71DEC07	P-6,001,907.	B	

8. PRIME CONTRACTOR — CODE 003821	10. ADMINISTERED BY — CODE S0506A
AMERICAN MARC DIVISION OF EON CORPORATION 8831 SOUTH AVIATION BOULEVARD INGLEWOOD, CALIFORNIA 90301	DEFENSE CONTRACT ADMINISTRATION SERVICES REGION LOS ANGELES 11099 SOUTH LACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045
11. SHIPPED FRO (If other than 9) — CODE 14351 — FOB: S	**12. PAYMENT WILL BE MADE BY** — CODE S0506A
TELEDYNE CONTINENTAL MOTORS ROUTE 3, BOX 40 WALTERBORO, SOUTH CAROLINA 29488	DEFENSE CONTRACT ADMINISTRATION SERVICES REGION LOS ANGELES 11099 SOUTH LACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045
13. SHIPPED TO — CODE A67KAX	**14. MARKED FOR** — CODE
TRANSPORTATION OFFICER TOOELE ARMY DEPOT TOOELE, UTAH 84074	USAMECOM MAN PROP ACCT A58202-1140-6003/SUPP A67KAX SIG J/IPD 02/RDDX13

15. ITEM NO	16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AA	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN — [X] PQA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

71DEC 07 (DATE) — H. F. McCaughey (SIGNATURE OF AUTH GOVT REP) — TYPED NAME AND OFFICE: S1102A

B. DESTINATION — [ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE — SIGNATURE OF AUTH GOVT REP — TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED — SIGNATURE OF AUTH GOVT REP — TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✓) mark; if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

090898

ER-91505
S. O. LINE ITEM #014AA
TOTAL WEIGHT - 22,200#
TOTAL CUBIC FEET - 1,343
YELLOW FREIGHT LINES c/o PIE

DD FORM 250 1 NOV 68 — REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

TELEDYNE CONTINENTAL MOTORS

FORM 0754

P. O. BOX 90
MOBILE, ALABAMA 36601

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

TRANSPORTATION OFFICER
TOOELE ARMY DEPOT
TOOELE, UTAH 84074

CONTRACT OR P O NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A359			ER-91505		12-10-71	2029	22,200#	12-10-71	2029

F.O.B. ☐ MOBILE ALABAMA ☐ DESTINATION — FREIGHT ☐ COLLECT ☒ PREPAID — B/L NO. F-6,001,908 — SHIP VIA Yellow Frt. Lines % PIE — TERMS NET 30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AA	6115-889-1446 (MEP-015A)	1.5 KW Generator Set	150	360.00 ea.	$ 54,000.00	

Posted 1-3-72

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

3

MAIL ALL REMITTANCES TO. TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3360
ATLANTA GA 30302

A 1233
Plaintiff's Exhibit 11

A 1234

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC. INSTRUMENT IDENTIFICATION (CONTRACT) NO.: DAAK01-69-C-A359

ORDER NO.

6. INVOICE NO.: 90899

DATE: 71DEC10

PAGE 1 OF 1

8. ACCEPTANCE POINT: S

2. SHIPMENT NO.: CNW0003

3. DATE SHIPPED: 71DEC10E

4. B/L: F-6,001,908

TCN: B

5. DISCOUNT TERMS:

9. PRIME CONTRACTOR CODE: 003821

AMERICAN MARC
DIVISION OF ION CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

10. ADMINISTERED BY CODE: S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

11. SHIPPED FROM (If other than 9) CODE: 14351 FOB: S

TELEDYNE CONTINENTAL MOTORS
ROUTE 3, BOX 40
WALTERBORO, SOUTH CAROLINA 29488

12. PAYMENT WILL BE MADE BY CODE: S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

13. SHIPPED TO CODE: A67KAX

TRANSPORTATION OFFICER
TOOELE ARMY DEPOT
TOOELE, UTAH 84074

14. MARKED FOR CODE:

USAMECOM MAN PROP ACCT
A58202-1140-6003/SUPP A67KAX
SIG J/IPD 02/RDDX13

15. ITEM NO.		16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014	AA	6115-889-1446 (MEP-C15A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

XX PQA XX ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

71DEC11
DATE

H. F. McCaughey
SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE
S110A

B. DESTINATION

☐ PQA ☐ ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE

SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED

SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✓) mark, if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

090899

ER-91505
S. O. LINE ITEM #014AA
TOTAL WEIGHT - 22,200#
TOTAL CUBIC FEET - 1,343
YELLOW FREIGHT LINES c/o PIE

DD FORM 250 1 NOV 68 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

FORM 0754

TELEDYNE CONTINENTAL MOTORS

P. O. BOX 90
MOBILE, ALABAMA 36601

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
6831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

TRANSPORTATION OFFICER
TOOELE ARMY DEPOT
TOOELE, UTAH 8407?

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A359			ER-91505		12-20-71	2030	22,200#	~~ASK~~ 12-20-71	2030

F.O.B	FREIGHT	B/L NO.	SHIP VIA	TERMS
☐ MOBILE ALABAMA ☐ DESTINATION	☒ COLLECT ☐ PREPAID	F-6,001,909	YELLOW FREIGHT LINE C/O PIE	NET 30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AA	6115-899-1446 (MEP-015A)	1.5; KW Generator Set	150	360.00 ea.	$ 54,000.00	

Posted 1-3-72

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO TELEDYNE CONTINENTAL MOTORS
[illegible]

3

A 1235
Plaintiff's Exhibit 11

A 1236

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC. INSTRUMENT IDEN(CONTRACT)	(ORDER) NO.	6. INVOICE NO.	7. PAGE	OF
DAAK01-69-C-A359		90909	1	1
		DATE 71DEC20	8. ACCEPTANCE POINT	S

2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L / TCN	5. DISCOUNT TERMS
CNW0004	71DEC21E	F-6,001,909 / B	

9. PRIME CONTRACTOR CODE 003821

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

10. ADMINISTERED BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S

TELEDYNE CONTINENTAL MOTORS
ROUTE 3, BOX 40
WALTERBORO, SOUTH CAROLINA 29488

12. PAYMENT WILL BE MADE BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

13. SHIPPED TO CODE A67KAX

TRANSPORTATION OFFICER
TOOELE ARMY DEPOT
TOOELE, UTAH 84074

14. MARKED FOR CODE

USAMECOM MAN PROP ACCT
A58202-1140-6003/SUPP A67KAX
SIG J/IPD 02/RDDX13

15. ITEM NO.		16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014	AA	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

[X] PQA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

71DEC21 (DATE) — H. F. McCaughey (SIGNATURE OF AUTH GOVT REP)

TYPED NAME AND OFFICE: H. F. McCaughey S1102A

B. DESTINATION

[ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✔) mark. If different, enter actual quantity received below quantity shipped and encircle.

090909

23. CONTRACTOR USE ONLY

ER-91505
S.O. LINE ITEM #014AA
TOTAL WEIGHT - 22,200
TOTAL CUBIC FEET - 1,343
YELLOW FREIGHT LINE c/o PIE

DD FORM 250 1 NOV 68 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

TELEDYNE CONTINENTAL MOTORS

Route 3, Box 40, Walterboro, South Carolina 29488
~~P.O. BOX 90~~
~~MOBILE, ALABAMA 36601~~

Ct # 5

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

~~XXXXX~~ TRANSPORTATION OFFICER
TOOELE ARMY DEPOT
TOOELE, UTAH 84074

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	INV. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A359			Er-91505		1-06-72	1701	22,200#	1-06-72	1701

F.O.B	FREIGHT	B/L NO.	SHIP VIA	TERMS NET
☐ MOBILE ALABAMA ☐ DESTINATION	☒ COLLECT ☐ PREPAID	F-6,001,920	Yellow Frt. Lines c/o PIE	30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AA	6115-389-1446 (MEP-015A)	1.5 KW Generator Set	150	360.00	$ 54,000.00	

Posted 2-1-72

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO TELEDYNE CONTINENTAL MOTORS
P O BOX 39613
ATLANTA GA 30332

A 1237
Plaintiff's Exhibit 11

A 1238

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

DAAK01-69-C-A359

DATE 06JAN72

6. ACCEPTANCE POINT: S

2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L	5. DISCOUNT TERMS
CNW0005	72JAN06E	F-6,001,920 TCN B	

7. PRIME CONTRACTOR CODE 003821

AMERICAN MARC
DIVISION OF BON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

10. ADMINISTERED BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S

TELEDYNE CONTINENTAL MOTORS
ROUTE 3, BOX 40
WALTERBORO, SOUTH CAROLINA 29488

12. PAYMENT WILL BE MADE BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

13. SHIPPED TO CODE A67KAX

TRANSPORTATION OFFICER
TOOELE ARMY DEPOT
TOOELE, UTAH 84074

14. MARKED FOR CODE

USAMECOM MAN PROP ACCT
A58202-1140-6003/SUPP A67KAZ
SIG J/IPD 02/RDDX13

15. ITEM NO.	16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AA	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

[X] PQA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72JAN10 — DATE
Gene Swinson — SIGNATURE OF AUTH GOVT REP
H.F. McCAUGHEY — TYPED NAME AND OFFICE
S1102A

B. DESTINATION

[ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE
SIGNATURE OF AUTH GOVT REP
TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED
SIGNATURE OF AUTH GOVT REP
TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✓) mark, if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

ER-91505
S.O. LINE ITEM #014AA
TOTAL WEIGHT - 22,200
TOTAL CUBIC FEET - 1,343
YELLOW FREIGHT LINE c/o PIE

090912

DD FORM 250 1 NOV 69 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

TELEDYNE CONTINENTAL MOTORS

FORM 0764

Lot #1 6

Route 3, Box 40, Walterboro, South Carolina 29488

P. O. Box 66
MOBILE, ALABAMA 36601

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

TOOELE ARMY DEPOT
TRANSPORTATION OFFICER
TOOELE, UTAH 84074

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK21-69-C-A350			ER-91505		1-12-72	1702	22,200#	1-12-72	1702

F.O.B.	FREIGHT	B/L NO.	SHIP VIA	TERMS
☒ MOBILE, ALABAMA ☐ DESTINATION	☒ COLLECT ☐ PREPAID	F-6,001,921	Thurston Motor Lines	NET 30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AA	6115-889-1446 (MEP-015A)	1.5 KW Generator Set	150	360.00	$ 54,000.00	

Posted 2-1-72 lw

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3951
ATLANTA, GA 30302

A 1239
Plaintiff's Exhibit 11

A 1240

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC. INSTRUMENT IDENT (CONTRACT) (ORDER) NO.	6. INVOICE NO.	7. PAGE	OF
DAAK01-69-C-A359	90913	1	1
	DATE 12JAN72	8. ACCEPTANCE POINT: S	

2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L	5. DISCOUNT TERMS
CNW0006	72JAN12E	F-6,001,921 TCN B	

9. PRIME CONTRACTOR CODE 003821.

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

10. ADMINISTERED BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S

TELEDYNE CONTINENTAL MOTORS
ROUTE 3, BOX 40
WALTERBORO, SOUTH CAROLINA 29488

12. PAYMENT WILL BE MADE BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

13. SHIPPED TO CODE A67KAX

TRANSPORTATION OFFICER
TOOELE ARMY DEPOT
TOOELE, UTAH 84074

14. MARKED FOR CODE

USAMECOM MAN PROP ACCT
A58202-1140-6003/SUPP A67KAX
SIG J/1PD 02/RDDX13

15. ITEM NO.	16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. * QUANTITY SHIP/REC'D	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AA	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

[X] PQA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72JAN12 — DATE
H.F. McCAUGHEY — SIGNATURE OF AUTH GOVT REP
TYPED NAME AND OFFICE For H.F. McCAUGHEY S1102A

B. DESTINATION

[ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE
SIGNATURE OF AUTH GOVT REP
TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED
SIGNATURE OF AUTH GOVT REP
TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✓) mark; if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

ER-91505
S.O. LINE ITEM # 014AA
TOTAL WEIGHT - 22,200
TOTAL CUBIC FEET - 1,343
THURSTON MOTOR LINES

090913

DD FORM 250 1 NOV 69 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

FORM 0754

TELEDYNE CONTINENTAL MOTORS

Route #3, Box 40, Walterboro, South Carolina 29488

~~P.O. BOX 90~~
~~MOBILE, ALABAMA 36601~~

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
8331 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

TOOELE ARMY DEPOT
TRANSPORTATION OFFICER
TOOELE, UTAH 84074

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK21-69-C-A359			ER-91505		1-21-72	1703	22,200	1-21-72	1703

F.O.B.	FREIGHT	B/L NO.	SHIP VIA	TERMS
— MOBILE, ALABAMA ☐ DESTINATION	XX COLLECT ☐ PREPAID	F-6,001,922	Yellow Freight Line C/O PIR	NET 30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT,	ACCOUNT
014 AA	6115-889-1446 (MEP-015A)	1.5 KW Generator Set	150	360.00	$ 54,000.00	

Posted 2-1-72 JE

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3860
ATLANTA, GA. 30332

A 1241
Plaintiff's Exhibit 11

A 1242

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC. INSTRUMENT IDENT (CONTRACT)	ORDER NO.	5. INVOICE NO.	7. PAGE	OF
DAAK01-69-C-A359		90916	1	1
		DATE 72JAN21	8. ACCEPTANCE POINT: S	

2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L F-6,001,922 TCN B	6. DISCOUNT TERMS
CNW0007	72JAN21E		

9. PRIME CONTRACTOR CODE 03821

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

10. ADMINISTERED BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S

TELEDYNE CONTINENTAL MOTORS
ROUTE 3, BOX 40
WALTERBORO, SOUTH CAROLINA 29488

12. PAYMENT WILL BE MADE BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

13. SHIPPED TO CODE A67KAX

TRANSPORTATION OFFICER
TOOELE ARMY DEPOT
TOOELE, UTAH 84074

14. MARKED FOR CODE

USAMECOM MAN PROP ACCT
A58202-1140-6003/SUPP A67KAX
SIG J/IPD 02/RDDX13

15. ITEM NO.		16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014	AA	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

[X] PQA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72JAN26 — DATE

H. F. McCAUGHEY — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE: S1102A

B. DESTINATION

[ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✔) mark; if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

ER-91505
S.O. LINE ITEM #014AA
TOTAL WEIGHT 22,200
TOTAL CUBIC FEET 1,343
YELLOW FREIGHT LINE C/O PIE

090916

DD FORM 250 1 NOV 63 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

TELEDYNE CONTINENTAL MOTORS

FORM 0754

P. O. BOX 90
MOBILE, ALABAMA 36601

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
8331 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

TRANSPORTATION OFFICER
TOOELE ARMY DEPOT
TOOELE, UTAH 84074

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A359			ER-91505		2-24-72	1704	29,096#	2-24-72	1704

F.O.B.	FREIGHT	B/L NO.	SHIP VIA	TERMS
☐ MOBILE, ALABAMA ☐ DESTINATION	☒ COLLECT ☐ PREPAID	F-6,001,928	Yellow Frt. Lines c/o PIE	NET 30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014AA	6115-889-1446 (MEP-015A)	1.5 KW Generator Set	150	360.00	$ 54,000.00	
			52	360.00	18,720.00	
					$ 72,720.00	

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3965
ATLANTA, GA 30302

A 1213
Plaintiff's Exhibit 11

A 1244

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC INSTRUMENT IDENT/CONTRACT NO: DAAK01-69-C-A359 | ORDERING NO: 90931 | DATE: 72FEB24 | 1. PAGE 1 OF 1 | 5. ACCEPTANCE POINT: S

2. SHIPMENT NO: CNW0003 | 3. DATE SHIPPED: 72FEB24E | 4. B/L: F-6,001,928 TCN B | 5. DISCOUNT TERMS:

6. PRIME CONTRACTOR CODE: 003821
AMERICAN MARC
DIVISION OF KDN CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

7. ADMINISTERED BY CODE: S0506A
DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

8. SHIPPED FROM (if other than 6) CODE: 14351 FOB: S
TELEDYNE CONTINENTAL MOTORS
ROUTE 3, BOX 40
WALTERBORO, SOUTH CAROLINA 29488

9. PAYMENT WILL BE MADE BY CODE: S0506A
DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

10. SHIPPED TO CODE: A67KAX
TRANSPORTATION OFFICER
TOOELE ARMY DEPOT
TOOELE, UTAH 84074

11. MARKED FOR CODE:
USAMECOM MSN PROP ACCT
A58202-1140-6003/SUPP A67KAX
SIG J/IPD 02/RDDX13

12. ITEM NO.	13. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number)	14. QUANTITY SHIP/REC'D *	15. UNIT	16. UNIT PRICE	17. AMOUNT
0014 AA	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150	150	EA	360.00	54,000.00
0014 AA	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 52 CARTONS 1-52	52	EA	360.00	18,720.00

18. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN: [X] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.
72FEB24 (DATE) — H.F. McCAUGHEY (SIGNATURE OF AUTH GOVT REP) — TYPED NAME AND OFFICE: SLI02A

B. DESTINATION: [ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.
DATE — SIGNATURE OF AUTH GOVT REP — TYPED NAME AND TITLE

19. RECEIVER'S USE
Quantities shown in column 17 were received in apparent good condition except as noted.
DATE RECEIVED — SIGNATURE OF AUTH GOVT REP — TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by ✓ mark; if different, enter actual quantity received below quantity shipped and encircle.

20. CONTRACTOR USE ONLY
ER-91505
S.O. LINE ITEM # 014AA
TOTAL WEIGHT 29,896
TOTAL CUBIC FEET 1,871
YELLOW FREIGHT LINE C/O PIE

090931

35,280.00
54,000.00
54,000.00

DD FORM 250 1 NOV 68 — REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

TELEDYNE CONTINENTAL MOTORS

FORM 0754

P. O. BOX 90
MOBILE, ALABAMA 36601

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

TRANSPORTATION OFFICER
TOOELE ARMY DEPOT
TOOELE, UTAH 84074

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A330			91505		2-25-72	1705		@ 2-25-72	1705

F.O.B. ☐ MOBILE ALABAMA ☐ DESTINATION ☒ FREIGHT ☐ PREPAID — B/L NO. FR-81933 — SHIP VIA — TERMS NET 30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AA	6115-889-1646 (MEP-015A)	1.5 KW Generator Set	150	360.00	$ 54,000.00	
			150	360.00	54,000.00	
			98 n	360.00	35,280.00	
					$143,280.00	

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR UNLESS NOTIFIED WITHIN 10 DAYS

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P. O. BOX 5940
ATLANTA, GA 30302

3

A 1245
Plaintiff's Exhibit 11

A 1246

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC. INSTRUMENT IDENT (CONTRACT) (ORDER) NO.	6. INVOICE NO.	7. PAGE / OF
DAAK01-69-C-A359	90944 DATE 72MAR08	1 / 1
		8. ACCEPTANCE POINT: S

2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L / TCN	5. DISCOUNT TERMS
CNW0010	72MAR08E	F-6,001,936 / B	

9. PRIME CONTRACTOR CODE 003821

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

10. ADMINISTERED BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S

TELEDYNE CONTINENTAL MOTORS
ROUTE 3, BOX 40
WALTERBORO, SOUTH CAROLINA 29488

12. PAYMENT WILL BE MADE BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

13. SHIPPED TO CODE A2653M

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA

14. MARKED FOR CODE

USAMECOM MSN PROP ACCT
A58202-1140-6004: SUPP A 2653M
SIG J/IPD 02/RDD X 13

15. ITEM NO.	16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AB	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON NO. 44-0-AA424-07-EG-EV / CARTONS /-/50	150			

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

XX PQA XX ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72MAR08 (DATE) — (SIGNATURE OF AUTH GOVT REP)

TYPED NAME AND OFFICE: H.F. McCAUGHEY S1102A

B. DESTINATION

☐ PQA ☐ ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✔) mark. If different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

ER-91505 090944
S.O. LINE ITEM # 0014AB
TOTAL WEIGHT - 22,200 #
TOTAL CUBIC FEET 1,343
THURSTON MOTOR LINES. c/c BUSH MOTOR FREIGHT

DD FORM 250 1 NOV 68 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

A 1247

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC. INSTRUMENT IDEN (CONTRACT) / ORDER NO: DAAK01-69-C-A359

6. INVOICE NO. 90937 DATE 72MAR06

7. PAGE 1 OF 1

8. ACCEPTANCE POINT: S

2. SHIPMENT NO: CNW0009

3. DATE SHIPPED: 72MAR06E

4. B/L: F-6,001,933 TCN: B

5. DISCOUNT TERMS:

9. PRIME CONTRACTOR CODE 003821

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

10. ADMINISTERED BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S

TELEDYNE CONTINENTAL MOTORS
ROUTE 3, BOX 40
WALTERBORO, SOUTH CAROLINA 29488

12. PAYMENT WILL BE MADE BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

13. SHIPPED TO CODE A2653M

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA

14. MARKED FOR CODE

USAMECOM MSN PROP ACCT
A58202-1140-6004:SUPP A 2653M
SIG J/IPD 02/RDD X13

15. ITEM NO.	16. STOCK/PART NO. (Indicate number of shipping containers - type of container - container number.) DESCRIPTION	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AB	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON NO. 44-0-AA424-07-EG-EV 248 CARTONS 1-248	248			

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

[X] PQA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72MAR06 H.F. McCAUGHEY
DATE / SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE: S1102A

B. DESTINATION

[ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE / SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED / SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✔) mark; if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

090937

ER-91505
S.O. LINE ITEM # 014AB
TOTAL WEIGHT - 36,704 #
TOTAL CUBIC FEET - 2,219
THURSTON MOTOR LINES
C/O BUSH MOTOR FREIGHT

DD FORM 250 1 NOV 68 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

TELEDYNE CONTINENTAL MOTORS

FORM 0784

P. O. BOX 90
MOBILE, ALABAMA 36601

SOLD TO

American Marc
Division of Eon Corporation
8331 South Aviation Boulevard
Inglewood, California 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

Transportation Officer
Tobyhanna Army Depot
Tobyhanna, Pennsylvania

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A359			ER-91505		3-15-72	1706	22,000#	3-15-72	1706

F.O.B ☐ MOBILE ALABAMA ☐ DESTINATION ☐ FREIGHT ☒ COLLECT ☐ PREPAID XX

B/L NO. F-6,001,942 SHIP VIA Johnson Motor Lines TERMS NET 30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AB	6115-889-1446 (MEP-015A)	1.5 KW Generator Set	150	360.00	$ 54,000.00	

Posted
3-22-72
lr

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P O BOX 1960
ATLANTA GA 30301

3

A 1249
Plaintiff's Exhibit 11

A 1250

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT	1. PROC. INSTRUMENT IDENT (CONTRACT) / ORDER NO.	3. INVOICE NO. / DATE	7. PAGE / OF
	DAAK01-69-C-A359	NO 90966 DATE 72MAR15	1 / 1 8. ACCEPTANCE POINT: S

2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L / TCN	5. DISCOUNT TERMS
CM0011	72MAR15E	F-6,001,942 TCN B	

9. PRIME CONTRACTOR CODE 003821	10. ADMINISTERED BY CODE S0506A
AMERICAN MARC DIVISION OF EON CORPORATION 8831 SOUTH AVIATION BOULEVARD INGLEWOOD, CALIFORNIA 90301	DEFENSE CONTRACT ADMINISTRATION SERVICES REGION LOS ANGELES 11099 SOUTH LACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045
11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S	**12. PAYMENT WILL BE MADE BY CODE S0506A**
TELEDYNE CONTINENTAL MOTORS ROUTE 3, BOX 40 WALTERBORO, SOUTH CAROLINA 29488	DEFENSE CONTRACT ADMINSITRATION SERVICES REGION LOS ANGELES 11099 SOUTH IACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045
13. SHIPPED TO CODE A2653M	**14. MARKED FOR CODE**
TRANSPORTATION OFFICER TOBYHANNA ARMY DEPOT TOBYHANNA, PENNSYLVANIA	USAMECOM MSN PROP ACCT A58202-1140-6004; SUPP A 2653M SIG J/IPD 02/RDD X13

15. ITEM NO.	16. STOCK/PART NO. / DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AB	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON NO. 44-0-AA424-07-EG-EV 150 CARTONS 1-150	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN — [XX] PQA [XX] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72MAR15 — Gene Swinson
DATE — SIGNATURE OF AUTH GOVT REP
TYPED NAME AND OFFICE: GENE SWINSON S1102A

B. DESTINATION — [ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE — SIGNATURE OF AUTH GOVT REP
TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED — SIGNATURE OF AUTH GOVT REP
TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✓) mark, if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

090966

ER-91505
S.O. LINE ITEM # 0014AB
TOTAL WEIGHT - 22,000 #
TOTAL CUBIC FEET - 1,343
JOHNSON MOTOR LINES

DD FORM 250 1 NOV 68 — REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

FORM 0754

TELEDYNE CONTINENTAL MOTORS

Route 3, Box 40, Walterboro, South Carolina 29488

MOBILE, ALABAMA 36601

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A369			ER-21505		3-17-72	1707	22,000#	3-17-72	1707

F.O.B	FREIGHT	B/L NO.	SHIP VIA	TERMS NET
☐ MOBILE ALABAMA ☐ DESTINATION	☒ COLLECT ☐ PREPAID	F-6,091,946	Johnson Motor Lines	30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AB	6115-889-1446 (MEP-015A)	1.5 KW Generator Set	150	360.00	$ 54,000.00	

Paid 3-29-72

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P. O. BOX 1970
ATLANTA, GA 30301

Plaintiff's Exhibit 11

A 1251

A 1252

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC. INSTRUMENT IDEN(CONTRACT) (ORDER) NO.	6. INVOICE	7. PAGE / OF	8. ACCEPTANCE POINT
DAAK01-69-C-A359	NO 90973 DATE 72MAR17	1 / 1	S

2. SHIPMENT NO	3. DATE SHIPPED	4. B/L / TCN	5. DISCOUNT TERMS
CNW0012	72MAR17E	F-6,991,940 / B	

9. PRIME CONTRACTOR CODE 003821	10. ADMINISTERED BY CODE
AMERICAN MARC DIVISION OF EON CORPORATION 8831 SOUTH AVIATION BOULEVARD INGLEWOOD, CALIFORNIA 90301	DEFENSE CONTRACT ADMINISTRATION SERVICES REGION LOS ANGELES 11099 SOUTH LACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045
11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S	**12. PAYMENT WILL BE MADE BY CODE**
TELEDYNE CONTINENTAL MOTORS ROUTE 3, BOX 40 WALTERBORO, SOUTH CAROLINA 29488	DEFENSE CONTRACT ADMINISTRATION SERVICE REGION LOS ANGELES 11099 SOUTH LACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045
13. SHIPPED TO CODE A2653M	**14. MARKED FOR CODE**
TRANSPORTATION OFFICER TOBYHANNA ARMY DEPOT TOBYHANNA, PENNSYLVANIA	USAMECOM MSN PROP ACCT A58202-1140-6004: SUPP A 2653M SIG J/IPD 02/RDD Y13

15. ITEM NO.	16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AB	6115-889-1446 (MFP-015A) GENERATOR SET 1.5 KW PRON; 44-0-AA424-07-EG-EV 150 CARTONS 1-150 (LOT # 13)	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN — [XX] PQA [XX] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72MAR17 (DATE) — C R Cameron (SIGNATURE OF AUTH GOVT REP)

TYPED NAME AND OFFICE: C.R. CAMERON S1102A

B. DESTINATION — [ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✓) mark, if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

ER-91505

090973

S.O. LINE ITEM # 0014AB

TOTAL WEIGHT - 22,000 #

TOTAL CUBIC FEET - 1,343

JOHNSON MOTOR LINES

TELEDYNE CONTINENTAL MOTORS

Route 3, Box 40, Walterboro, South Carolina 29488

P.O. Box 99
MOBILE, ALABAMA 36601

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A359			ER-91505		3-23-72	1708	22,000#	3-23-72	1700

F.O.B. ☐ MOBILE ALABAMA ☐ DESTINATION FREIGHT ☐ COLLECT ☐ PREPAID

B/L NO. F-6,001,949

SHIP VIA Thurston Motor Lines

TERMS NET 30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AB	6115-889-1446 (MEP-015A)	1.5 KW Generator Set	150	360.00	$ 54,000.00	

Jeeta 3-29-72 lc

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR UNLESS NOTIFIED WITHIN 10 DAYS.

3

MAIL ALL REMITTANCES TO TELEDYNE CONTINENTAL MOTORS
P O BOX 5950
ATLANTA, GA 30302

A 1253
Plaintiff's Exhibit 11

A 1254

Plaintiff's Exhibit 11

INSPECTION AND RECEIVING REPORT

DAAK01-69-C-A359 | NO. 90985 | DATE 72MAR23 | 1 1 | 8. ACCEPTANCE POINT S

2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L	5. DISCOUNT TERMS
CNW0013	72MAR23E	F-6,001,949 TCN B	

6. PRIME CONTRACTOR CODE 003821

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

10. ADMINISTERED BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

11. SHIPPED FROM (If other than 6) CODE 14351 FOB: S

TELEDYNE CONTINENTAL MOTORS
ROUTE 3, BOX 40
WALTERBORO, SOUTH CAROLINA 29488

12. PAYMENT WILL BE MADE BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICE
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

13. SHIPPED TO CODE A2653M

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA

14. MARKED FOR CODE

USAMECOM MSN PROP ACCT
A58202-1140-6004: SUPP A 2653M
SIG J/IPD 02/RDD X 13

15. ITEM NO	16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AB	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150 (LOT # 14)	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

[X] PQA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72MAR23 — DATE

C.R. Cameron — SIGNATURE OF AUTH GOVT REP

C.R. CAMERON — TYPED NAME AND OFFICE

S1102A

B. DESTINATION

[ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE

SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✓) mark, if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

090985

ER-91505
S.O. LINE ITEM # 0014AB
TOTAL WEIGHT - 23,000 #
TOTAL CUBIC FEET - 1,343
THURSTON MOTOR LINES

DD FORM 250 1 NOV 68 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

FORM 0754

TELEDYNE CONTINENTAL MOTORS

Route 3, Box 40, Walterboro, South Carolina 29488

~~P.O. BOX 90~~

~~MOBILE, ALABAMA 36601~~

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
8931 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA 18466

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A350			ER-91505		3-30-72	1801	22,000#	3-30-72	1801

F.O.B. ☐ MOBILE ALABAMA ☐ DESTINATION — FREIGHT ☒ COLLECT ☐ PREPAID — B/L NO. F-6,004,507 — SHIP VIA Branch Motor Express — TERMS NET 30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AB	6115-888-1446 (MEP-015A)	1.5 KW Generator Set	150	360.00	$ 54,000.00	

Posted
4-21-72
P.G.

ITEM IS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3960
ATLANTA, GA 30302

A 1255
Plaintiff's Exhibit 11

A 1256

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT	1. PROC. INSTRUMENT IDEN (CONTRACT)	ORDER NO.	5. INVOICE NO. 90992 DATE 72MAR30	7. PAGE 1 OF 1
	DAAK01-69-C-A359			8. ACCEPTANCE POINT S

2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L F-6,004,507 TCN B	6. DISCOUNT TERMS
CNW0014	72MAR30E		

9. PRIME CONTRACTOR CODE 003821	10. ADMINISTERED BY CODE S0506A
AMERICAN MARC DIVISION OF EON CORPORATION 8831 SOUTH AVIATION BOULEVARD INGLEWOOD, CALIFORNIA 90301	DEFENSE CONTRACT ADMINISTRATION SERVICES REGION LOS ANGELES 11099 SOUTH LACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045
11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S	**12. PAYMENT WILL BE MADE BY CODE S0506A**
TELEDYNE CONTINENTAL MOTORS ROUTE 3, BOX 40 WALTERBORO, SOUTH CAROLINA 29488	DEFENSE CONTRACT ADMINISTRATION SERVICE REGION LOS ANGELES 11099 SOUTH LACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045
13. SHIPPED TO CODE A2653M	**14. MARKED FOR CODE**
TRANSPORTATION OFFICER TOBYHANNA ARMY DEPOT TOBYHANNA, PENNSYLVANIA18466	USAMECOM MSN PROP ACCT A58202-1140-6004: SUPP A 2653M SIG J/IPD 02/RDD X 13

15. ITEM NO.	16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AB	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150 (LOT # 15) LUBRICATION ORDER LO5-2805-257-12 NOT INCLUDED WITH THIS SHIPMENT	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

XX PQA X ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72MAR30 — DATE

C.R. Cameron — SIGNATURE OF AUTH GOVT REP

C.R. CAMERON — TYPED NAME AND OFFICE

S1102A

B. DESTINATION

☐ PQA ☐ ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✔) mark, if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

090992

ER-91505
S.O. LINE ITEM # 0014A3
TOTAL WEIGHT-22,000
TOTAL CUBIC FEET - 1,343
BRANCH MOTOR EXPRESS

DD FORM 250 1 NOV 68 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

TELEDYNE CONTINENTAL MOTORS

FORM 0754

a/R & B/L

Route 3, Box 40, Walterboro, South Carolina 29488
~~P.O. BOX 90~~
~~MOBILE ALABAMA 36601~~

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA 18466

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A359			ER-91505		4-07-72	1802	~~22,200#~~	~~4-07-72~~	~~1892~~

F.O.B	FREIGHT	B/L NO.	SHIP VIA	TERMS
☐ MOBILE ALABAMA ☐ DESTINATION	☒ COLLECT ☐ PREPAID	F-6,004,515	Johnson Motor Lines	NET ~~30~~ days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AB	6115-889-1446 (MEP-015A)	1.5 KW Generator Set	150	360.00	$ 54,000.00	

Posted
4-21-72
RB

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3[illegible]
ATLANTA, GA 3[illegible]

A 1257
Plaintiff's Exhibit 11

A 1258

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC. INSTRUMENT IDENT (CONTRACT) (ORDER) NO: DAAK01-69-C-A359

5. INVOICE NO. 091016 DATE 72APR07

PAGE 1 OF

8. ACCEPTANCE POINT: S

2. SHIPMENT NO.: CNW0015

3. DATE SHIPPED: 72APR07E

4. B F-6,004,515 TCN B

6. DISCOUNT TERMS:

9. PRIME CONTRACTOR CODE 003821

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

10. ADMINISTERED BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICES
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S

TELEDYNE CONTINENTAL MOTORS
ROUTE 3, BOX 40
WALTERBORO, SOUTH CAROLINA 29488

12. PAYMENT WILL BE MADE BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICE
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

13. SHIPPED TO CODE A2653M

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA 18466

14. MARKED FOR CODE

USAMECOM MSN PROF ACCT
A58202-1140-6004: SUPP A2653M
SIG J/IPD 02/RDD X13

15. ITEM NO.	16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AB	6115-889-1446 (MEP-815A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150 (LOT # 16)	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

[XX] PQA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72APR07 Gene Swinson
DATE SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE: GENE SWINSON S1102A

B. DESTINATION

[ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE

SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED

SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✔) mark, if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

091016

S.O. # ER-91505
S.O. LINE ITEM# 0014AB
TOTAL WEIGHT - 22,200 #
TOTAL CUBIC FEET - 1,343
JOHNSON MOTOR LINES

DD FORM 250 1 NOV 53 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

FORM 0754

TELEDYNE CONTINENTAL MOTORS

Route 3, Box 40, Walterboro, South Carolina 29488

~~MOBILE ALABAMA 36601~~

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
8331 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA 13466

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAE01-69-C-A359			ER-91505		4-13-72	1803	~~22,200#~~	~~4-13-72~~	~~1803~~

F.O.B ☐ MOBILE ALABAMA ☐ DESTINATION | FREIGHT ☐ COLLECT ☐ PREPAID XX | B/L NO. E-6,004,520 | SHIP VIA ~~BRANCH MOTOR EXPRESS~~ | TERMS NET ~~30 days~~

SO ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AB	6115-889-1446 (MEP-015A)	1.5 KW Generator Set	150	360.00	$ 54,000.00	

Posted
4-21-72
RB

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3960
ATLANTA, GA. 30302

Plaintiff's Exhibit 11

A 1259

A 1260

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT	1. PROC. INSTRUMENT IDENT (CONTR'T)	ORDER NO.	6. INVOICE NO. 091021 DATE 72APR13	7. PAGE 1 OF 1
	DAAK01-69-C-A359			8. ACCEPTANCE POINT S

2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L F-6,004,520 TCN B	5. DISCOUNT TERMS
CNJ0016	72APR13E		

9. PRIME CONTRACTOR CODE 003821	10. ADMINISTERED BY CODE S0506A
AMERICAN MARC DIVISION OF EON CORPORATION 8831 SOUTH AVIATION BOULEVARD INGLEWOOD, CALIFORNIA 90301	DEFENSE CONTRACT ADMINISTRATION SERVICES REGION LOS ANGELES 11099 SOUTH LACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045
11. SHIPPED FROM (If other than 9) CODE 74351 FOB: S	**12. PAYMENT WILL BE MADE BY CODE S0506A**
TELEDYNE CONTINENTAL MOTORS ROUTE 3, BOX 40 WALTERBORO, SOUTH CAROLINA 29488	DEFENSE CONTRACT ADMINISTRATION SERVICE REGION LOS ANGELES 11099 SOUTH LACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045
13. SHIPPED TO CODE A2653M	**14. MARKED FOR CODE**
TRANSPORTATION OFFICER TOBYHANNA ARMY DEPOT TOBYHANNA, PENNSYLVANIA 18466	USAMECOM MSN PROP ACCT A58202-1140-6004: SUPP A2653M SIG J/IPD 02/RDD X13

15. ITEM NO.		16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014	AB	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150 (LOT # 17)	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

XX PQA XX ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

12APR13 — DATE

C R Cameron — SIGNATURE OF AUTH GOVT REP

for GENE SWINSON — TYPED NAME AND OFFICE

S1102A

B. DESTINATION

☐ PQA ☐ ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED — SIGNATURE OF AUTH GOVT R

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by ✓ mark; if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

091021

S.O. # ER-91505
S.O. LINE ITEM # 0014AB
TOTAL WEIGHT - 22,200 #
TOTAL CUBIC FEET - 1,343
BRANCH MOTOR EXPRESS

DFORM 250 1 NOV 68 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

FORM 0754

TELEDYNE CONTINENTAL MOTORS

ROUTE 3, BOX 40, WALTERBORO, SOUTH CAROLINA 29488

~~P.O. BOX 90~~

~~MOBILE, ALABAMA 36601~~

SOLD TO

AMERICAN MARC
DIVISION OF EON CORPORATION
9011 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA 18466

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A159			ER-91505		4-18-72	1804	22,200#	4-18-72	1804

F.O.B.	FREIGHT	B/L NO.	SHIP VIA	TERMS
☐ MOBILE, ALABAMA ☐ DESTINATION	☒ COLLECT ☐ PREPAID	F-6,004,524	JOHNSON MOTOR LINES	NET 30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AB	6115-389-1446 (MEP-015A)	1.5 KW Generator Set	150	360.00	$ 54,000.00	

Posted
4-21-72
B.B

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3860
ATLANTA, GA 30332

A 1261
Plaintiff's Exhibit 11

A 1262

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC. INSTRUMENT IDEN (CONTRACT) (ORDER) NO.	6. INVOICE NO.	7. PAGE / OF	8. ACCEPTANCE POINT
DAAK01-69-C-A359	091029 DATE 72APR18	1 / 1	S

2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L / TCN	5. DISCOUNT TERMS
CNW0017	72APR18E	F-6,004,524 / B	

9. PRIME CONTRACTOR CODE 003821	10. ADMINISTERED BY CODE S0506A
AMERICAN MARC DIVISION OF EON CORPORATION 8831 SOUTH AVIATION BOULEVARD INGLEWOOD, CALIFORNIA 90301	DEFENSE CONTRACT ADMINISTRATION SERVICES REGION LOS ANGELES 11099 SOUTH LACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045
11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S	**12. PAYMENT WILL BE MADE BY CODE S0506A**
TELEDYNE CONTINENTAL MOTORS ROUTE 3, BOX 40 WALTERBORO, SOUTH CAROLINA 29488	DEFENSE CONTRACT ADMINISTRATION SERVICES REGION LOS ANGELES 11099 SOUTH LACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045
13. SHIPPED TO CODE A2653M	**14. MARKED FOR CODE**
TRANSPORTATION OFFICER TOBYHANNA ARMY DEPOT TOBYHANNA, PENNSYLVANIA 18466	USAMECOM MSN PROP ACCT A58202-1140-6004: SUPP A2653M SIG J/IPD 02/RDD X13

15. ITEM NO.	16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AB	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150 (LOT # 18) LUBRICATION ORDER L05-2805-257-12 NOT INCLUDED WITH THIS SHIPMENT	150	EA	360.00	54,000.00

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

[X] PQA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72APR18 — DATE

C.R. Cameron — SIGNATURE OF AUTH GOVT REP

C.R. CAMERON — TYPED NAME AND OFFICE

S1102A

B. DESTINATION

[ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE

SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✔) mark, if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

VER-91505

091029

S.O. LINE ITEM # 0014AB
TOTAL WEIGHT - 22,200 #
TOTAL CU. FT. - 1,343
JOHNSON MOTOR LINES

DD FORM 250 1 NOV 68 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

FORM 0754

TELEDYNE CONTINENTAL MOTORS

Route 3, Box 40 Walterboro, S.C. 29488

P.O. BOX 90

MOBILE, ALABAMA 36601

SOLD TO

American Marc
Division of Eon Corporation
5881 South Aviation Boulevard
Inglewood, California 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

Transportation Officer
Tobyhanna Army Depot
Tobyhanna Army DepotPenn.

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAD01-C-C3162			~~11505~~			1807	22,000#	4-24-72	1807

F.O.B.	FREIGHT	B/L NO.	SHIP VIA	TERMS
☐ MOBILE ALABAMA ☐ DESTINATION	☒ COLLECT ☐ PREPAID	F-6,004,507	~~Thurston Motor Lines~~	NET 30 DAYS

S.O. ITEM NUMBER		CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014	AB	6115-869-1446 (Rep-015A)	1.5 KW Generator Set	150	360.00	$54,000.00	

Posted
4-27-72
BB

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3960
ATLANTA, GA. 30302

A 1263
Plaintiff's Exhibit 11

A 1264

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC. INSTRUMENT IDENT (CONTRACT) (ORDER) NO.: DAAK01-69-C-A359
6. INVOICE NO.: 091034 DATE: 72APR24
7. PAGE 1 OF 1
8. ACCEPTANCE POINT: S

2. SHIPMENT NO.: CNW0018
3. DATE SHIPPED: 72APR24
4. B/L: F-6,004,527 TCN: B
5. DISCOUNT TERMS:

9. PRIME CONTRACTOR CODE 003821

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

10. ADMINISTERED BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICE
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S

TELEDYNE CONTINENTAL MOTORS
ROUTE 3, BOX 40
WALTERBORO, SOUTH CAROLINA 29488

12. PAYMENT WILL BE MADE BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICE
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

13. SHIPPED TO CODE A2653M

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA 18466

14. MARKED FOR CODE

USAMECOM MSN PROP ACCT
A58202-1140-6004 SUPP A2653M
SIG J/IPD 02 RDD X13

15. ITEM NO.	16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AB	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150	150	EA	360.00	54,000.00
		CORRECTED COPY			
		CORRECTIONS HAVE BEEN MADE AND VERIFIED			
	LOT # 19 LUBRICATION ORDER L05-2805-257-12 NOT INCLUDED WITH THIS SHIPMENT	72APRIL24		C.R. CAMERON S1102A	

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

[X] PQA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72APR24
72APR24 C.R. Cameron
DATE — SIGNATURE OF AUTH GOVT REP
TYPED NAME AND OFFICE: C.R. CAMERON S1102A

B. DESTINATION

[ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE — SIGNATURE OF AUTH GOVT REP
TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED — SIGNATURE OF AUTH GOVT REP
TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by ✓ mark; if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

ER-91505
091034
S.O. LINE ITEM 014AB
TOTAL WEIGHT - 22,200 #
TOTAL CU. FT. - 1,343

DD FORM 250 1 NOV 68 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

A 1265

Plaintiff's Exhibit 11

Standard Form 1103
GSA/GSS
1103-114

U.S. GOVERNMENT BILL OF LADING

ORIGINAL

BIL NO F-6, 004, 527

TRANSPORTATION COMPANY

TENDERED TO — Thurston Motor Lines

TRAFFIC CONTROL NO. T-39 IVXX07358

STOP THIS CAR OR TRUCK AT

FOR

CAR INITIALS AND NO. | KIND

TRUCK NO.

IMPORTANT

Regulations permit this original bill of lading to be surrendered to the initial carrier or agent immediately to the consignee. The shipping agency will furnish specific instructions with respect thereto.

CAR/TRUCK LGTH., FT., INS.†		MARKED CAPACITY†		DATE FURNISHED†	DATE BL ISSUED
ORDERED	FURNISHED	ORDERED	FURNISHED		
					24April72

† FURNISH THIS INFORMATION IN CASE OF CARLOAD OR TRUCKLOAD SHIPMENTS ONLY

IF EXTRA SERVICES ARE ORDERED SEE ADMINISTRATIVE DIRECTIONS NO. 2 ON REVERSE

RECEIVED BY THE TRANSPORTATION COMPANY NAMED ABOVE, SUBJECT TO CONDITIONS NAMED ON THE REVERSE HEREOF, THE PROPERTY HEREINAFTER DESCRIBED, IN APPARENT GOOD ORDER AND CONDITION (CONTENTS AND VALUE UNKNOWN), TO BE FORWARDED TO DESTINATION BY THE SAID COMPANY AND CONNECTING LINES, THERE TO BE DELIVERED IN LIKE GOOD ORDER AND CONDITION TO SAID CONSIGNEE.

FROM

Walterboro, South Carolina

SHIPPING POINT →

FULL NAME OF SHIPPER

Teledyne Continental Motors

CONSIGNEE (NAME AND MAILING ADDR.)

Transportation Officer
Tobyhanna Army Depot
Tobyhanna, Pennsylvania

MARKS

USAMECOM NSN PROP ACCT
A58202-1140-6004 Supp A2653M
Sig J/IPD 02/RDD X13

DESTINATION

Tobyhanna, Pennsylvania

VIA (ROUTE SHIPMENT ONLY WHEN SOME SUBSTANTIAL INTEREST OF THE GOVERNMENT IS SERVED THEREBY)

Thurston Motor Lines T-39 XXX

CHARGES TO BE BILLED TO (DEPARTMENT OR ESTABLISHMENT, BUREAU OR SERVICE AND LOCATION)

Finance Ctr. Trans Div. U.S. Army
Indianapolis, Indiana 46249

SEAL NOS.

APPLIED BY:

FOR CARRIER'S USE ONLY
WAYBILL NO. | FREIGHT BILL NO.

APPROPRIATION CHARGEABLE

21X2030 06B-8070-P4780-220-S23195

CONTRACTORS WILL RETURN UNUSED OR CANCELED BILLS OF LADING TO GOVERNMENT OFFICE FROM WHICH RECEIVED

PACKAGES NO.	PACKAGES KIND	DESCRIPTION OF ARTICLES (USE CARRIERS' CLASSIFICATION OR TARIFF DESCRIPTION IF POSSIBLE, OTHERWISE A CLEAR NONTECHNICAL DESCRIPTION)	NUMBERS ON PACKAGES	WEIGHTS*	FOR USE OF DESTINATION CARRIER ONLY CLASS	RATE	CHARGES DOLLARS	CHARGES CENTS
150	Bx	Generators and Engines Combined NOI Sub 1 NMFC 62120 TL Cubic Feet - 1,343		22,200				

IF THIS SHIPMENT FULLY LOADS THE CAR OR TRUCK USED CHECK ☐ YES

TARIFF OR SPECIAL RATE AUTHORITIES (L-TL OR VOL ONLY)

SM 504C

CARRIER FURNISHED ☐ PICK UP— ☐ TRAP CAR—
SERVICE AT ORIGIN. INITIALS OF SHIPPER'S AGENT _____

NAME OF TRANSPORTATION COMPANY

COMPANY → Thurston Motor Lines T-39XXX

DATE OF RECEIPT OF SHIPMENT: 4-24-72

SIGNATURE OF AGENT: Thurston Motor Lines

WERE CARRIER'S AGENT OR SIGNATORIES HEREIN, SEVERALLY RECEIVED THE ORIGINAL BILL OF LADING NO.
☐ YES (INSERT DATE BY CHECK)

CERTIFICATE OF ISSUING OFFICER

I CERTIFY THAT THIS SHIPMENT IS MADE PURSUANT TO THE TERMS OF CONTRACT OR PURCHASE ORDER NO. DAAK01-69-C-A359 D.

OR OTHER AUTHORITY FOR SHIPMENT FOB POINT NAMED IN CONTRACT Walterboro, South Carolina

ISSUING OFFICE DCSAR ATLANTA
1 DICC MAPLE DR. N.E. ATLANTA, GEORGIA

SIGNATURE OF ISSUING OFFICER: [signature]

DATE: 24 APR 72 FOR TO J. T. EVERLY

CONSIGNEE'S CERTIFICATE OF DELIVERY — CONSIGNEE MUST NOT PAY ANY CHARGES ON THIS SHIPMENT

I CERTIFY THAT I HAVE THIS DAY (DATE DELIVERED) RECEIVED FROM (NAME OF TRANSPORTATION COMPANY) AT (ACTUAL POINT DELIVERED)

THE PROPERTY DESCRIBED IN THIS BILL OF LADING IN APPARENT GOOD ORDER AND CONDITION, EXCEPT AS NOTED ON REVERSE HEREOF. CARRIER FURNISHED ☐ DELIVERY— ☐ TRAP CAR— SERVICE AT DESTINATION.

(DATE OF SIGNATURE) POUNDS* (SIGNATURE OF CONSIGNEE OR AUTHORIZED AGENT)

TELEDYNE CONTINENTAL MOTORS

FORM 0754

Route 3, Box 40, Walnut Grove South Carolina 29486
P. O. BOX 90
MOBILE, ALABAMA 36601

SOLD TO

American Merc
Division of Eon Corporation
8831 South Avalion Boulevard
Inglewood, California 90301

SHIP TO IF DIFFERENT FROM SOLD TO

Transportation Officer
Tobyhanna Army Depot
tobyhanna, Pennsylvania 18466

CONTRACT OR P O NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
					4-26-72	1808		4-26-72	1[illegible]

F.O.B	FREIGHT	B/L NO.	SHIP VIA	TERMS NET
☐ MOBILE ALABAMA ☐ DESTINATION	☐ COLLECT ☐ PREPAID			

S O ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
		To Charge for Rework Per Attached Supplemant Total Cost $11,482.65				

Posted
4-26-72
B.B

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER. NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR UNLESS NOTIFIED WITHIN 10 DAYS.

3

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3660
ATLANTA, GA. 30302

A 1266
Plaintiff's Exhibit 11

FORM 0754

TELEDYNE CONTINENTAL MOTORS

ROUTE 3, BOX 46, WALTERBORO, SOUTH CAROLINA 29488
P.O. BOX 90
MOBILE, ALABAMA 36601

SOLD TO

AMERICAN MARC
DIVISION OF LON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD
CALIFORNIA 90301

SHIP TO IF DIFFERENT FROM SOLD TO

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA
PENNSYLVANIA 18466

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
[illegible]			LE-21505		05-01-72	1809	22,200#	05-01-72	1809

F.O.B.	FREIGHT	B/L NO.	SHIP VIA	TERMS NET
☐ MOBILE ALABAMA ☐ DESTINATION	☒ COLLECT ☐ PREPAID	F-6,004,529	Johnson Motor Lines	30 Days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
011 AB	6115-882-1446 (TEP-015A)	1.5 KW Generator Set	150	$360.00	$54,000.00	

Posted
5-1-72
B.B

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER. NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR UNLESS NOTIFIED WITHIN 10 DAYS.

3

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3960
ATLANTA, GA. 30308

A 1261
Plaintiff's Exhibit 11

TELEDYNE CONTINENTAL MOTORS

FORM 0784

P. O. BOX 90
MOBILE, ALABAMA 36601

SOLD TO
AMERICAN MARC
DIVISION OF BON CORPORATION
6531 SOUTH AVIATION BLOUVLEVARD
INGLEWOOD
CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO
TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA
PENNSYLVANIA 18466

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAA01-71-C-1359			71-91505		05-12-72	1810	22,200#	05-12-72	1810

F.O.B. ☐ MOBILE, ALABAMA ☐ DESTINATION — FREIGHT ☑ COLLECT ☐ PREPAID — B/L NO. F-6,004,529 — SHIP VIA Johnson Motor Lines — TERMS NET 30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
01AA	6115-869-1446 (MEP-015A)	1.5 KW Generator Set	150	$360.00	$54,000.00	

Posted
5-12-72
BB-

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3880
ATLANTA, GA. 30302

A 1268
Plaintiff's Exhibit 11

FORM 0794

TELEDYNE CONTINENTAL MOTORS

P. O. BOX 90
MOBILE, ALABAMA 36601

SOLD TO [illegible]

American Marc
Division of Fon Corporation
[illegible] South Aviation Boulevard
Inglewood, California, 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

Tooele Army Depot
Tooele, Utah

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALESORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
[illegible]			CSL-P-6,		4/26/72	1811	[illegible]1220	4/26/72	1811

F.O.B.	FREIGHT	B/L NO.	SHIP VIA	TERMS NET
☐ MOBILE, ALABAMA ☐ DESTINATION	☒ COLLECT ☐ PREPAID	004,525	Yellow Freight Lines, Inc	30 Days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
	26016	Repair on Mil-Std # 3 HP Engines, 30 minutes per engine. (see attached sheet)	20	$4.50	$90.00	

Posted
5-15-72
B/B

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3580
ATLANTA, GA. 30302

A 1269
Plaintiff's Exhibit 11

A 1270

Plaintiff's Exhibit 11

REPORT OF DEFICIENCIES FOUND IN MATERIEL

See Reverse side for Instructions

REPORT CONTROL SYMBOL

TO: (Include ZIP Code)
U.S. Army Mobility Equipment Command
Directorate of Procurement & Production
4300 Goodfellow Blvd. AMSME-QP
St. Louis, Missouri 63120

FROM: (Include ZIP Code)
Teledyne Continental Motors
Route 3, Box 40
Walterboro, South Carolina 29488

1. REPORT CATEGORY	2. REPORT SERIAL NO.	3. DATE TROUBLE OCCURRED	4. DATE REPORT PREPARED
☐ I ☐ II ☒ III	TCM-001		28APRIL1971

5. PERTAINS TO TECHNICAL DATA DEFICIENCY/IDENTIFICATION (If YES amplify under Item 29)	6. GOVERNMENT FURNISHED PROPERTY
☐ YES ☒ NO	☒ YES ☐ NO

DEFICIENT ITEM DATA

7. NAME AND ADDRESS OF CONTRACTOR (Include ZIP Code)

MANUFACTURED BY:
Chrysler Outboard Corporation
Hartford, Wisconsin 53027

PRIME CONTRACTOR FOR 1.5 KW SET
American Marc Division
EON Corporation
Inglewood, California 90301

8. MANUFACTURERS PART NUMBER	9. NOMENCLATURE	10. SERIAL NUMBER
Model 2A016	Engine MIL-STD-3HP	See note 1 in block 29

11. ITEM	12. DATE OVERHAULED OR REPAIRED	13. QUANTITY DEFECTIVE	14. QUANTITY IN USE	15. QUANTITY IN STOCK	16. QUANTITY INSPECTED
a. ☒ NEW b. ☐ REPAIRED OVERHAUL		20			

17. NO. OF PREVIOUS FAILURES	18. FEDERAL STOCK NO. (FSN)	19. FEDERAL MFG'S CODE	20. CONTRACT NUMBER
20	2805-072-4871		see Note 2 in block 29

21. B/L OR SHIPPING NUMBER	22. COMMERCIAL OVERHAUL ACTIVITY	23. HOURS IN USE SINCE NEW
GBL # F-6,004,525		see Note 1 in block 29

24. DEFECTIVE ITEM WAS INSTALLED ON OR IS APPLICABLE TO:

	PART NUMBER	NOMENCLATURE	TYPE/MODEL/SERIES	SERIAL NUMBER
a. SYSTEM, EQUIPMENT, ENGINE, ETC.	MODEL 2A016	ENGINE MIL-STD-3HP	2A016	See note 1 in block 29
b. UNIT, COMPONENT OR EQUIPAGE				
c. SUB-ASSEMBLY				

25. REASON FOR REPORT ("X" Applicable box(es))
a. ☒ FAILURE OR MALFUNCTION
b. ☐ DAMAGED OR DEFECTIVE ON RECEIPT

26. NATURE OF MALFUNCTION

27. DISPOSITION ("X" Applicable box(es) and explain under Item 29, if necessary)
a. ☐ HOLDING FOR INVESTIGATION
b. ☐ REPAIRED
c. ☐ RELEASED FOR INVESTIGATION
d. ☒ RETURNED TO SUPPLY/DISPOSED OF

28. DOCUMENTS SUPPORTING UMR ARE ENCLOSED (If YES, list under Item 29)
☒ YES ☐ NO

29. DETAILS (Circumstances prior to difficulty, description of difficulty, cause, action taken, recommendations. Identify with related item number. Continue on separate sheet of paper if necessary)

Engines were operating on "Green Run". Check out test stand to determine leaks, power output and/or malfunction. This test is conducted prior to installation of engine into 1.5 KW Generator Set.

Note: 1. See continuation sheet 1 thru 4 for each serial number and required information.
2. Engine Manufacturer's Contract no. DAAK01-69-C-3413
Prime Contractor's Contract no. DAAK01-69-C-A359

30. PREPARED BY (Typed name and signature)	31. RANK/RATE	32. DATE
Russell B. Dobbins	Quality Assurance	28APRIL1972

33. APPROVED BY (Typed name and signature)	34. RANK/RATE	35. DATE	36. DUTY PHONE
C.R. Cameron C.R. Cameron	GS-11	72APR28	803-538-2121 EXT. 10

DD FORM 1 OCT 68 1686

A 1271

Plaintiff's Exhibit 11

REPORT OF DEFICIENCIES FOUND IN MATERIEL-CONTINUATION SHEET

SERIAL NO:	82563
NATURE OF MALFUNCTION:	Oil leak between engine & oil pan
DETAILS:	Same
HOURS IN USE SINCE NEW:	5 minutes
SERIAL NO:	86435
NATURE OF MALFUNCTION:	Smoke from # 2 Cylinder
DETAILS:	Same
HOURS IN USE SINCE NEW:	15 minutes
SERIAL NO:	82609
NATURE OF MALFUNCTION:	Knock in rear of engine
DETAILS:	Same
HOURS IN USE SINCE NEW:	10 minutes
SERIAL NO:	78717
NATURE OF MALFUNCTION:	Oil in side of head
DETAILS:	Same
HOURS IN USE SINCE NEW:	10 minutes
SERIAL NO:	81599
NATURE OF MALFUNCTION:	Oil leak around main shaft
DETAILS:	Same
HOURS IN USE SINCE NEW:	5 minutes

REPORT OF DEFICIENCIES FOUND IN MATERIEL-CONTINUATION SHEET

SERIAL NO:	83051
NATURE OF MALFUNCTION:	Oil leak, exhaust side of engine
DETAILS:	Same
HOURS IN USE SINCE NEW:	5 minutes
SERIAL NO:	82555
NATURE OF MALFUNCTION:	Oil leak between engine & pan
DETAILS:	Same
HOURS IN USE SINCE NEW:	10 minutes
SERIAL NO:	78455
NATURE OF MALFUNCTION:	Oil leak between oil pan & housing
DETAILS:	Same
HOURS IN USE SINCE NEW:	10 minutes
SERIAL NO:	82324
NATURE OF MALFUNCTION:	Oil leak between engine & oil pan
DETAILS:	Same
HOURS IN USE SINCE NEW:	15 minutes
SERIAL NO:	82185
NATURE OF MALFUNCTION:	Oil leak between engine & oil pan
DETAILS:	Same
HOURS IN USE SINCE NEW:	5 minutes

A 1273
Plaintiff's Exhibit 11

REPORT OF DEFICIENCIES FOUND IN MATERIEL-CONTINUATION SHEET

SERIAL NO:	82536
NATURE OF MALFUNCTION:	Oil leak between engine & pan
DETAILS:	Same
HOURS IN USE SINCE NEW:	15 minutes
SERIAL NO:	83584
NATURE OF MALFUNCTION:	Oil leak between engine & oil pan
DETAILS:	Same
HOURS IN USE SINCE NEW:	5 minutes
SERIAL NO:	78299
NATURE OF MALFUNCTION:	Oil leak between engine & oil pan
DETAILS:	Same
HOURS IN USE SINCE NEW:	15 minutes
SERIAL NO:	82377
NATURE OF MALFUNCTION:	Oil leak between engine & oil pan
DETAILS:	Same
HOURS IN USE SINCE NEW:	10 minutes
SERIAL NO:	82392
NATURE OF MALFUNCTION:	Oil leak, air breather full of oil
DETAILS:	Same
HOURS IN USE SINCE NEW:	15 minutes

A 1274

Plaintiff's Exhibit 11

REPORT OF DEFICIENCIES FOUND IN MATERIEL-CONTINUATION SHEET

SERIAL NO:	82468
NATURE OF MALFUNCTION:	Oil leak push rod, bottom housing
DETAILS:	Same
HOURS IN USE SINCE NEW:	15 minutes
SERIAL NO:	82323
NATURE OF MALFUNCTION:	Oil leak between engine and oil pan
DETAILS:	Same
HOURS IN USE SINCE NEW:	10 minutes
SERIAL NO:	82759
NATURE OF MALFUNCTION:	Oil leak between engine and oil pan
DETAILS:	Same
HOURS IN USE SINCE NEW:	5 minutes
SERIAL NO:	78679
NATURE OF MALFUNCTION:	Oil leak between engine and oil pan
DETAILS:	Same
HOURS IN USE SINCE NEW:	10 minutes
SERIAL NO:	82474
NATURE OF MALFUNCTION:	Pin hole in top of crank case.
DETAILS:	Same
HOURS IN USE SINCE NEW:	15 minutes

D Form 1686
continuation sheet

FORM 0784

TELEDYNE CONTINENTAL MOTORS

ROUTE 3, BOX 40 WALTERBORO, SOUTH CAROLINA 29488
P. O. BOX 90
MOBILE, ALABAMA 36601

SOLD TO AMERICAN HARC
DIVISION OF ZON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD
CALIFORNIA 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO
TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA
PENNSYLVANIA 18466

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
[illegible]			EP-01505		05-22-72	1812	22,000#	05-30-72	1812

F.O.B ☐ MOBILE ALABAMA ☐ DESTINATION — FREIGHT ☐ COLLECT ☐ PREPAID — B/L NO. E-6,004,529 — SHIP VIA THURSTON MOTOR LINES — TERMS NET 30 DAYS

S.O. ITEM NUMBER		CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
04	AB	6150-839-1446 MEP- 015A	1.5 KW Generator Set	150	$360.00	$54,000.00	

Posted
5-23-72
B.B

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR
UNLESS NOTIFIED WITHIN 10 DAYS.

3

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
P. O. BOX 3960
ATLANTA, GA. 30302

A 1275
Plaintiff's Exhibit 11

FORM 0734

TELEDYNE CONTINENTAL MOTORS

WALTERBORO DIVISION
Route 3, Box 40
Waterboro, South Carolina 29488

SOLD TO AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO IF DIFFERENT FROM SOLD TO
TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA 18466

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A359			ER-91505		06-01-72	1901	22,200#	06-05-72	1901

F.O.B.	FREIGHT	B/L NO.	SHIP VIA	TERMS
[X] WALTERBORO [ ] DESTINATION	[X] COLLECT [ ] PREPAID	T-6,004,541	JOHNSON MOTOR LINES	NET ,30 DAYS

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
014 AB	6115-889-1446 (MEP-015A	1.5 KW GENERATOR SET	150	$360.00	$54,000.00	

Posted
6-5-72
BB

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER. NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR UNLESS NOTIFIED WITHIN 10 DAYS.

3

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
%THE FIRST NATIONAL BANK
P. O. BOX 1168
WALTERBORO, SOUTH CAROLINA 29488

A 1276
Plaintiff's Exhibit 11

A 1277

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC. INSTRUMENT IDEN (CONTRACT)	ORDER NO.	6. INVOICE NO	7. PAGE	OF
DAAK01-69-C-A359		091064	1	1
		DATE 72JUNE01	8. ACCEPTANCE POINT	
			S	

2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L	5. DISCOUNT TERMS
CNW0022	72JUNE01	F-6,004,541 TCN B	

9. PRIME CONTRACTOR	CODE	10. ADMINISTERED BY	CODE
AMERICAN MARC DIVISION OF EON CORPORATION 8831 SOUTH AVIATION BOULEVARD INGLEWOOD, CALIFORNIA 90301	003821	DEFENSE CONTRACT ADMINISTRATION SERVICE REGION LOS ANGELES 11099 SOUTH LACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045	S0506A

11. SHIPPED FROM (If other than 9)	CODE	FOB	12. PAYMENT WILL BE MADE BY	CODE
TELEDYNE CONTINENTAL MOTORS ROUTE 3, BOX 40 WALTERBORO, SOUTH CAROLINA 29488	14351	S	DEFENSE CONTRACT ADMINISTRATION SERVICE REGION LOS ANGELES 11099 SOUTH LACIENGA BOULEVARD LOS ANGELES, CALIFORNIA 90045	S0506A

13. SHIPPED TO	CODE	14. MARKED FOR	CODE
TRANSPORTATION OFFICER TOBYHANNA ARMY DEPOT TOBYHANNA, PENNSYLVANIA 18466	A2653M	USAMECOM MSN PROP ACCT A58202-1140-6004-SUPP:A2653M SIG: J/IPD:02/RDD:X13	

15. ITEM NO	16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014 AB	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON: 44-0-AA424-07-EG-EV 150 CARTONS 1-150 LOT # 23	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

[X] POA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72 JUN 01 — Gene Swinson
DATE — SIGNATURE OF AUTH GOVT REP

GENE SWINSON
TYPED NAME AND OFFICE S1102A

B. DESTINATION

[ ] POA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✔) mark, if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

091064

S.O. # ER-91505
S.O. LINE ITEM - 014AB
TOTAL WEIGHT - 22,200 #
TOTAL CU. FT. - 1,343
JOHNSON MOTOR LINES

DD FORM 250 1 NOV 68 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

TELEDYNE CONTINENTAL MOTORS

0784

WALTERBORO DIVISION
Route 3, Box 40
Waterboro, South Carolina 29488

SOLD TO
AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

SHIP TO
IF DIFFERENT FROM SOLD TO
TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA 18466

CONTRACT OR P.O. NUMBER	CUST CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
DAAK01-69-C-A359			ER-91505		06-13-72	2026	22,200 #	2026	

F.O.B.	FREIGHT	B/L NO.	SHIP VIA	TERMS
[X] WALTERBORO [ ] DESTINATION	[X] COLLECT [ ] PREPAID	F-6,004,542	BRANCH MOTOR EXPRESS	TERMS NET 30 days

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
0014 AB	6115-889-1446 (MEP-015A)	1.5 KW GENERATOR SET	150	$360.00	$54,000.00	

Posted
6-15-72
BB

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR UNLESS NOTIFIED WITHIN 10 DAYS.

3

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
%THE FIRST NATIONAL BANK
P. O. BOX 1189
WALTERBORO, SOUTH CAROLINA 29488

A 1278
Plaintiff's Exhibit 11

A 1279

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC. INSTRUMENT IDENT (CONTRACT) DAAK01-69-C-A359 | ORDER NO. | 6. INVOICE NO 091070 DATE 72JUNE09 | 7. PAGE 1 | OF 1 | 8. ACCEPTANCE POINT S

2. SHIPMENT NO. :NW00023 | 3. DATE SHIPPED 72JUNE09E | 4. B/L F-6,004,542 TCN B | 5. DISCOUNT TERMS

9. PRIME CONTRACTOR CODE 003821

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

10. ADMINISTERED BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICE
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S

TELEDYNE CONTINENTAL MOTORS
ROUTE 3, BOX 40
WALTERBORO, SOUTH CAROLINA 29488

12. PAYMENT WILL BE MADE BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICE
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

13. SHIPPED TO CODE A2653M

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA 18466

14. MARKED FOR CODE

USAMECOM MSN PROP ACCT
A58202-1140-6004-SUPP:A2653M
SIG: J/IPD;02/RDD:X13

15. ITEM NO.		16. STOCK/PART NO. DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014	AB	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON 44-0-AA424-07-EG-EV 150 CARTONS 1-150 LOT # 24	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

[X] PQA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72JUNE09 — DATE

C.R. CAMERON — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE S1102A

B. DESTINATION

[ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE

SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED

SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✔) mark; if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

091070

S.O. # ER-91505
S.O. LINE ITEMS 014AB
TOTAL WEIGHT - 22,200 #
TOTAL CU. FT. - 1,343
BRANCH MOTOR EXPRESS

DD FORM 250 1 NOV 63 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

A 1280

Plaintiff's Exhibit 11

MATERIAL INSPECTION AND RECEIVING REPORT

1. PROC. INSTRUMENT IDENT (CONTRACT)	ORDER NO	6. INVOICE NO.	7. PAGE	OF
DAAK01-69-C-A359		091070	1	1
		DATE 72JUNE09	8. ACCEPTANCE POINT	
			S	

2. SHIPMENT NO.	3. DATE SHIPPED	4. B/L	5. DISCOUNT TERMS
CNW00023	72JUNE09E	F-6,004,542 TCN B	

9. PRIME CONTRACTOR CODE 003821

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
INGLEWOOD, CALIFORNIA 90301

10. ADMINISTERED BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICE
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

11. SHIPPED FROM (If other than 9) CODE 14351 FOB: S

TELEDYNE CONTINENTAL MOTORS
ROUTE 3, BOX 40
WALTERBORO, SOUTH CAROLINA 29488

12. PAYMENT WILL BE MADE BY CODE S0506A

DEFENSE CONTRACT ADMINISTRATION SERVICE
REGION LOS ANGELES
11099 SOUTH LACIENGA BOULEVARD
LOS ANGELES, CALIFORNIA 90045

13. SHIPPED TO CODE A2653M

TRANSPORTATION OFFICER
TOBYHANNA ARMY DEPOT
TOBYHANNA, PENNSYLVANIA 18466

14. MARKED FOR CODE

USAMECOM MSN PROP ACCT
A. 202-1140-6004-SUPP:A2653M
SIG: J/IPD;02/RDD:X13

15. ITEM NO.	16. STOCK/PART NO.	DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	17. QUANTITY SHIP/REC'D *	18. UNIT	19. UNIT PRICE	20. AMOUNT
0014	AB	6115-889-1446 (MEP-015A) GENERATOR SET 1.5 KW PRON 44-0-AA424-07-EG-EV 150 CARTONS 1-150 LOT # 24	150	EA		

21. PROCUREMENT QUALITY ASSURANCE

A. ORIGIN

[X] PQA [X] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

72JUNE09 — DATE

C.R. Cameron — SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE: C.R. CAMERON S1102A

B. DESTINATION

[ ] PQA [ ] ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.

DATE

SIGNATURE OF AUTH GOVT REP

TYPED NAME AND TITLE

22. RECEIVER'S USE

Quantities shown in column 17 were received in apparent good condition except as noted.

DATE RECEIVED

SIGNATURE OF AUTH GOVT REP

TYPED NAME AND OFFICE

* If quantity received by the Government is the same as quantity shipped, indicate by (✔) mark, if different, enter actual quantity received below quantity shipped and encircle.

23. CONTRACTOR USE ONLY

091070

S.O. # ER-91505
S.O. LINE ITEMS 014AB
TOTAL WEIGHT - 22,200 #
TOTAL CU. FT. - 1,343
BRANCH MOTOR EXPRESS

DD FORM 250 1 NOV 68 REPLACES EDITION OF 1 AUG 67 WHICH MAY BE USED

TELEDYNE CONTINENTAL MOTORS

WALTERBORO DIVISION
Route 3, Box 40
Waterboro, South Carolina 29488

SOLD TO

American Marc
Division of Eon Corporation
8831 South Aviation Boulevard
Inglewood, California 90301

SHIP TO
IF DIFFERENT
FROM SOLD TO

Transportation Officer
Tobyhanna Army Depot
Tobyhanna, Pennsylvania 18466

CONTRACT OR P.O. NUMBER	CUST. CODE	LOCATION	SALES ORDER NO.	REV. NO.	DATE SHIPPED	DOC. NO.	WEIGHT	INVOICE DATE	INVOICE NO.
					6-15-72	1907		6-15-72	1907

F.O.B.	FREIGHT	B/L NO.	SHIP VIA	TERMS
☐ WALTERBORO ☐ DESTINATION	☐ COLLECT ☐ PREPAID			NET

S.O. ITEM NUMBER	CUSTOMER PART NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT
		To Charge for Rework Per Attached Supplement. Total Cost $ 8,148.15.				

Posted
6-15-72
B.B.

ITEMS NOT SHIPPED WILL BE SHIPPED AND BILLED LATER.
NO ALLOWANCE WILL BE MADE FOR SHORTAGE OR ERROR UNLESS NOTIFIED WITHIN 10 DAYS.

MAIL ALL REMITTANCES TO: TELEDYNE CONTINENTAL MOTORS
%THE FIRST NATIONAL BANK
P. O. BOX 1188
WALTERBORO, SOUTH CAROLINA 29488

A 1281
Plaintiff's Exhibit 11

A 1282
PLAINTIFF'S EXHIBIT 15

AMERICAN MARC
DIVISION EON CORPORATION

FINANCIAL STATEMENTS

FEBRUARY 28, 1971

A 1283

Plaintiff's Exhibit 15

MILLER AND CO.
CERTIFIED PUBLIC ACCOUNTANTS
1266 WESTWOOD BOULEVARD
LOS ANGELES, CALIFORNIA 90024

MEMBERS OF
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

TELEPHONES (213)
879-1644 AND 475-58
CABLE ADDRESS: MILLCPA

Eon Corporation
175 Pearl Street
Brooklyn, New York 11201

Gentlemen:

We have examined the statement of financial position of American Marc Division Eon Corporation as of February 28, 1971 and the related statements of income and source and application of funds for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the Division's accounting records and such other auditing procedures as we considered necessary in the circumstances; it was not practicable to confirm receivables from the United States Government; however, we carried out other auditing procedures with respect to such receivables.

In our opinion the accompanying financial statements present fairly the financial position of the Division at February 28, 1971 and results of its operations and the source and application of funds for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

Miller and Co.

Certified Public Accountants

Los Angeles, California
May 7, 1971

A 1284

Plaintiff's Exhibit 15

AMERICAN MARC
DIVISION EON CORPORATION
STATEMENT OF FINANCIAL POSITION
FEBRUARY 28, 1971

ASSETS

CURRENT			
Cash in bank and on hand			54,302.42
Accounts receivable - trade:			
United States Government		34,692.91	
Commercial		1,416.64	
		36,109.55	
Less allowance for doubtful accounts		1,000.00	35,109.55
Accounts receivable - other			2,088.27
Inventories (Note A):			
Finished goods and replacement parts		137,902.47	
Work in process	463,766.58		
Merchandise in transit	6,960.36		
	470,726.94		
Less progress cost reimbursements received	597,135.31	(126,408.37)	
Raw materials		3,183.74	14,677.84
Prepaid expense			14,675.00
TOTAL CURRENT ASSETS			120,853.08
PROPERTY, PLANT AND EQUIPMENT - AT COST (Note B)			
Land		110,756.27	
Buildings		168,932.96	
Machinery and equipment		274,955.60	
Tooling		51,792.24	
Furniture and fixtures		13,146.97	
Motor vehicles		2,220.67	
		621,804.71	
Less accumulated depreciation (Note C)		151,797.75	470,006.96
OTHER ASSETS			
Deposits		425.00	
Deferred expense		610.22	1,035.22
TOTAL ASSETS			591,895.26

The accompanying notes are an integral part of this statement.

MILLER AND CO. - CERTIFIED PUBLIC ACCOUNTANTS - LOS ANGELES

A 1285

Plaintiff's Exhibit 15

AMERICAN MARC
DIVISION EON CORPORATION
STATEMENT OF FINANCIAL POSITION
FEBRUARY 28, 1971

LIABILITIES AND DIVISION NET WORTH

CURRENT LIABILITIES		
Accounts payable and accrued expense:		
Eon Corporation	42,225.89	
Dosimeter Corporation Division	5,000.00	
Other	316,665.64	363,891.53
Notes payable - trade, unsecured		9,216.73
Installment contract payable, secured by equipment		801.12
TOTAL LIABILITIES (Note E)		373,909.38
DIVISION NET WORTH		217,986.18
CONTINGENT LIABILITIES (Note E)		
TOTAL LIABILITIES AND DIVISION NET WORTH		591,895.56

The accompanying notes are an integral part of this statement.

MILLER AND CO. : CERTIFIED PUBLIC ACCOUNTANTS - LOS ANGELES

A 1286

Plaintiff's Exhibit 15

AMERICAN MARC
DIVISION EON CORPORATION
STATEMENT OF INCOME
FOR THE YEAR ENDED FEBRUARY 28, 1971

SALES (Note D)		1,142,406.03
COST OF SALES		
Beginning inventory	435,753.14	
Add: Purchases	1,101,220.96	
Direct labor	113,091.37	
Manufacturing overhead (Page 6)	299.781.90	
	1,949,847.37	
Less: Ending inventory	611,813.15	
COST OF SALES		1,338,034.22
GROSS (LOSS)		(195,628.19)
SELLING EXPENSE (Page 7)	28,810.99	
GENERAL AND ADMINISTRATIVE EXPENSE (Page 8)	104,961.27	
TOTAL SELLING, GENERAL AND ADMINISTRATIVE EXPENSE		133,772.26
NET OPERATING (LOSS)		(329,400.45)
SPECIAL ITEM		
Research and development expended in prior years		(94,085.53)
NET (LOSS)		(423,485.98)

The accompanying notes are an integral part of this statement.

MILLER AND CO. - CERTIFIED PUBLIC ACCOUNTANTS - LOS ANGELES

A 1287

Plaintiff's Exhibit 15

AMERICAN MARC
DIVISION EON CORPORATION

SCHEDULE OF MANUFACTURING EXPENSE
FOR THE YEAR ENDED FEBRUARY 28, 1971

Supervisory salaries	83,384.17
Indirect labor	45,286.37
Payroll taxes	17,286.17
Vacation, holiday and sick leave	11,861.71
Overtime premium	3,920.05
Auto and truck expense	673.05
Workmen's compensation	4,250.69
Operating supplies	9,150.62
Perishable tools	2,000.69
Repair and maintenance	2,748.35
Utilities	15,033.72
Transportation	6,090.36
Insurance	17,211.54
Depreciation	51,346.73
Property taxes	25,076.34
Miscellaneous, net	4,461.34
TOTAL MANUFACTURING EXPENSE	299,781.90

The accompanying notes are an integral part of this statement.

MILLER AND CO. - CERTIFIED PUBLIC ACCOUNTANTS - LOS ANGELES

A 1288

Plaintiff's Exhibit 15

AMERICAN MARC
DIVISION EON CORPORATION
SCHEDULE OF SELLING EXPENSE
FOR THE YEAR ENDED FEBRUARY 28, 1971

Supervision	10,326.33
Travel	4,224.30
Payroll taxes	691.33
Workmen's compensation	13.89
Bids and proposals	162.81
Stationery and office supplies	1,278.51
Utilities	305.18
Telephone and telegraph	5,126.68
Postage	200.00
Depreciation	207.96
Insurance - fire	11.82
- group	607.97
- other	11.82
Property taxes	103.13
Other professional services	5,411.13
Miscellaneous	127.48
TOTAL SELLING EXPENSE	28,810.99

The accompanying notes are an integral part of this statement.

A 1289

Plaintiff's Exhibit 15

AMERICAN MARC
DIVISION EON CORPORATION

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSE

FOR THE YEAR ENDED FEBRUARY 28, 1971

Executive and office salaries	46,296.51
Payroll taxes	3,643.14
Workmen's compensation	56.52
Stationery and office supplies	3,062.49
Repair and maintenance	1,563.33
Utilities	445.40
Telephone and telegraph	4,628.29
Postage	360.95
Travel and entertainment	12,851.60
Depreciation	1,531.44
Insurance - fire	76.80
- group	991.09
- other	732.90
Property taxes	3,052.82
Franchise tax	100.00
Legal	13,153.71
Auditing	5,850.00
Other professional service	1,574.68
Janitor	1,221.85
Interest expense	3,151.32
Miscellaneous, net	612.63
TOTAL GENERAL AND ADMINISTRATIVE EXPENSE	104,961.27

A 1290

Plaintiff's Exhibit 15

AMERICAN MARC
DIVISION EON CORPORATION

STATEMENT OF SOURCE AND APPLICATION OF FUNDS
FOR THE YEAR ENDED FEBRUARY 28, 1971

	February 28, 1971	February 28, 1970	Working Capital Change
CURRENT ASSETS			
Cash in bank and on hand	54,302.42	2,184.41	52,118.01
Accounts receivable, net	37,197.82	63,603.60	(26,405.78)
Inventories	14,677.84	317,887.46	(303,209.62)
Prepaid expense	14,675.30	17,157.20	(2,481.90)
	120,853.38	400,832.67	(279,979.29)
CURRENT LIABILITIES			
Accounts payable and accrued expense	363,891.53	358,199.99	5,691.54
Installment contract payable	801.12	4,848.00	(4,046.88)
Notes payable	9,216.73	-	9,216.73
Estimated liability for product warranties	-	1,663.80	(1,663.80)
	373,909.38	364,711.79	9,197.59
WORKING CAPITAL	(253,056.00)	36,120.88	(289,176.88)
Application of Funds:			
Net loss for year	423,485.98		
Less depreciation	53,086.13	370,399.85	
Purchase and manufacture of fixed assets		3,699.18	
Decrease in long term portion of installment contract payable		801.12	
Engine development costs		78.75	
Net cash paid to home office		9,752.23	384,731.13
Source of Funds:			
Sale of equipment		740.22	
Decrease in deposits and deferred expense		728.50	
Write off of engine development costs		94,085.53	95,554.25
DECREASE IN WORKING CAPITAL			289,176.88

...ying notes are an integral part of this statement.

MILLER AID CO. - CERTIFIED PUBLIC ACCOUNTANTS - LOS ANGELES

A 1291

Plaintiff's Exhibit 15

AMERICAN MARC
DIVISION EON CORPORATION

NOTES TO FINANCIAL STATEMENTS

Note A - Inventories

Inventories are priced at the lower of cost or market. As to raw materials and replacement parts, cost is determined generally on a first-in, first-out basis; as to work in process and finished goods, cost is determined on a specific identity basis.

Progress payments for government contract work have been offset against inventory as under the terms of the contract title to certain of the inventory is vested in the government.

Note B - Property, Plant and Equipment

The property, plant and equipment of the division is subject to a mortgage note payable to First National City Bank of New York. The note balance as of February 28, 1971 is $661,375 and is carried as a liability on the books of Eon Corporation.

Note C - Accumulated Depreciation

The provision for depreciation is computed using the straight-line method and amounted to $53,086.13 for the year ended February 28, 1971.

Note D - Renegotiation

Substantially all of the Division's sales are subject to the Renegotiation Act, which provides for recovery by the United Stated Government of any profits deemed to be excessive. For renegotiation purposes, the Division's sales are included in the renegotiation reports filed by Eon Corporation. The company believes no renegotiation refunds will be due and therefore no provision has been made.

Note E - Contingent Liabilities

The Corporation is a co-defendant in a pending lawsuit filed on March 27, 1969 by Vincent Emanuel in the Los Angeles Superior Court, claiming damages against the Corporation for breach of contract, accrued vacation pay, bonuses and stock option pensions in an aggregate amount of $617,000.00. The matter has been set for trial on August 24, 1971. It is impossible at this time to estimate the liability, if any, of the Corporation in this matter.

A 1292

PLAINTIFF'S EXHIBIT 16

No 401 $ 96.50

Date March 14, 1972

To Cash

For Petty

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	96	50
Balance Forward		

No 402 $ 207.90

Date March 14 1972

To Ind. Machinery

For Secretarial work
45 hrs) 2-15 thru 2-24

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	207	90
Balance Forward		

No 403 $ 300.00

Date March 14 1972

To Robert D. Wolk

For Accounting Services
3-6 thru 3-9

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	300	00
Balance Forward		

PLF'S Ex. 23 (a.d.)
11/20/72 NP

A 1293

Plaintiff's Exhibit 16

No 404 $ 6.01

Date March 14, 1912

To [illegible]

For [illegible]

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	6	01
Balance Forward		

No 405 $ 490.00

Date March 15, 1912

To 3M Products & Chemical Division

For Material ... ton N.Y.

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check		
Balance Forward		

No 406 $ 60.00

Date March 21, 1912

To Robert W. Blake

For Accounting Services March 15

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	60	00
Balance Forward		

A 1294

Plaintiff's Exhibit 16

No. 407 $ 100.32

Date March 22, 1972

To Amer Controls

For Parts ordered by govt

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	100	32
Balance Forward		

No. 408 $ 12.85

Date March 22, 1972

To R & L Express

For Parts sent to Govt

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	12	85
Balance Forward		

No. 409 $ 162,000.00

Date March 22, 1972

To Bank of America

For Payment to Teledyne

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	162,000	00
Balance Forward		

A 1295

Plaintiff's Exhibit 16

No. 410 $ 108.97

Date March 28 1972

To M. J. Kinnally

For Invoice Mailed on 3-8-72

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	108	97
Balance Forward		

No. 411 $ 62.25

Date March 29, 1972

To Theresa B. Gragnes

For Typing Inventory

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	62	25
Balance Forward		

No. 412 $ 60.00

Date March 28 1972

To Robert W Wirth

For Accounting Services

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	60	00
Balance Forward		

1

an

075

A 1296

Plaintiff's Exhibit 16

No. 413 $ 80.00

Date April 5, 1972

To M. J. Leonard III

For Completing orders (paints for septics & generators)

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	80	00
Balance Forward		

No. 414 $ 72.74

Date April 5 1972

To Pacific Telephone

For 3-23-72

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	72	00
Balance Forward		

No. 415 $ 8.64

Date April 5, 1972

To City of Inglewood

For Water, sanitation bill

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	8	64
Balance Forward		

A 1297

Plaintiff's Exhibit 16

No 416 $216.43

Date April 5, 1972

To City of Inglewood

For Water / Sanitation

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	216	43
Balance Forward		

No 417 $369.60.

Date April 5, 1972

To A + J Machinery

For Secretarial work month March - 1972

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	369	60
Balance Forward		

No 418 $250.00.

Date April 6, 1972

To Continental Canines

For Sentry Dog - (April payment) Guarding services as of 4-30-72

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	250	00
Balance Forward		

A 1298

Plaintiff's Exhibit 16

No. 419 $29.22

Date April 6 19 72

To So. Calif. Gas Co.

For (Acct) period (3-1 thru) 3-30-72

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	29	22
Balance Forward		

No. 420 $60.00

Date Robert W. Dvorak 19

To April 6, 1972

For Progress Payment and Tie Clips

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	60	00
Balance Forward		

No. 421 $44.40

Date April 13, 1972

To Pacific Cargo Claims (Travel)

For 4-3-72

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	44	40
Balance Forward		

A 1299

Plaintiff's Exhibit 16

No. 422 $1,001.50

Date April 13, 19 72

To GCOM Corporation

For Inv. 5514-3 dated 3/31/72
450 Registrations
100 Transactions
Contract DAAK01-69-C-1255

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	1001	50
Balance Forward		

No. 423 $23.09

Date April 13, 19 72

To Telex

For Demurrage Charges
3-31-12 Cust 04185
over 90 days

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	23.	09
Balance Forward		

No. 424 $216,000.00

Date April 13, 19 72

To Teledyne Controls (Hotline)
made out to Bank of America

For Purchase and
1705 for February
$360.00 x 600 =

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	216,000	00
Balance Forward		

A 1300

Plaintiff's Exhibit 16

№ 425		**$** 91.91
Date April 17, 19 72		
To Fire Insurance Policy Agents		
For Premium Upon Insurance Coverage on Personal Property		
Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	91	91
Balance Forward		

№ 426		**$** 150.00
Date April 21, 1972		
To Robert W. Wack		
For Payment of Alimony Obligation		
Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	150	00
Balance Forward		

№ 427		**$** 216,000.00
Date April 25, 19 72		
To Bank of America		
For 600 units delivered under Work Prog #30		
Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	216,000	00
Balance Forward		

A 1301

Plaintiff's Exhibit 16

No 428 $15.00

Date April 24 1972

To Robert Gil Dentistry

For Prior year billing
Dept Expense Repaid
billing

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	75	00
Balance Forward		

No 429 $250.00

Date May 1 1972

To Burkholder Nurser Assoc
and Painter

For Invoice Mars
Miller

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	250	00
Balance Forward		

No 430 $20.50

Date May 2 1972

To Ace Machinery

For Office equipment
paid at the auction
9-27-71

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	20	50
Balance Forward		

A 1302

Plaintiff's Exhibit 16

No 431 $ 299.81

Date May 4, 1972

To So. Cal. Edison

For Electricity

2-18 thru 4-20

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	299	81
Balance Forward		

No 432 $ 62.21

Date May 4, 1972

To So. Cal. Edison

For Elec. 2-18 thru 4-20

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	62	21
Balance Forward		

No 433 $ 38.28

Date May 4, 1972

To So Cal Gas Co

For 3-30 thru 4-28

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	38	28
Balance Forward		

A 1303

Plaintiff's Exhibit 16

No 434 $ 8 64

Date May 5, 1972

To City of Inglewood

For Water / Sanitation

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	8	64
Balance Forward		

No 435 $ 44 10

Date May 5, 1972

To Wells Fargo Alarm Service

For May 2, 1972

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check		
Balance Forward		

No 436 $ 100 89

Date May 5, 1972

To City of Inglewood

For Water / Sanitation

3/17 thru 4/19

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	100	89
Balance Forward		

A 1304

Plaintiff's Exhibit 16

EON CORPORATION
175 PEARL STREET
BROOKLYN, NEW YORK 11201

PAY TO THE ORDER OF Security Transport

90-2514 GOLDEN COVE-PALOS VERDES BRANCH
Bank of America
NATIONAL TRUST & SAVINGS ASSOCIATION
31176 Hawthorne Boulevard
PALOS VERDES PENINSULA, CALIFORNIA 90274

⑈000437⑈ ⑆1222⑈25⑆41⑆ 079

No 438 $514.27
Date May 17, 1972
To Security Transport Service
For Labor - Inventory transferred to Teledyne 290.25 Rental of Inverters 165.86 - Loading Machine, loading + Clips

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	514	27
Balance Forward		

No 439 $946.35
Date May 17 1972
To EON Corporation
For 1148 Volt Regulators
349 Volt Transducers
Inv. 8579-4
4-28-72

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	946	35
Balance Forward		

A 1305

Plaintiff's Exhibit 16

No. 440 $ 369.60

Date May 17, 1972

To A. S. Hinchinson

For 80 hrs secretarial service for the month of April

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	369	60
Balance Forward		

No. 441 $ 690.00

Date May 17, 1972

To Miller & Co.

For Service January 16 to April 15, 1972

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	690	00
Balance Forward		

No. 442 $ 323.44

Date May 17, 1972

To Pacific Telephone

For Telephone bill 4-23-72

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	323	44
Balance Forward		

A 1306

Plaintiff's Exhibit 16

No 443 $65.70

Date May 23, 1972

To Los Angeles Times

For Advertising - For Sale, Ad. 2

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	65	70
Balance Forward		

No 444 $238.00

Date May 23, 1972

To The Wall Street Journal

For Advertisement in the Pacific listing of Wall St. journal

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	238.	00
Balance Forward		

No 445 $15.00

Date May 23, 1972

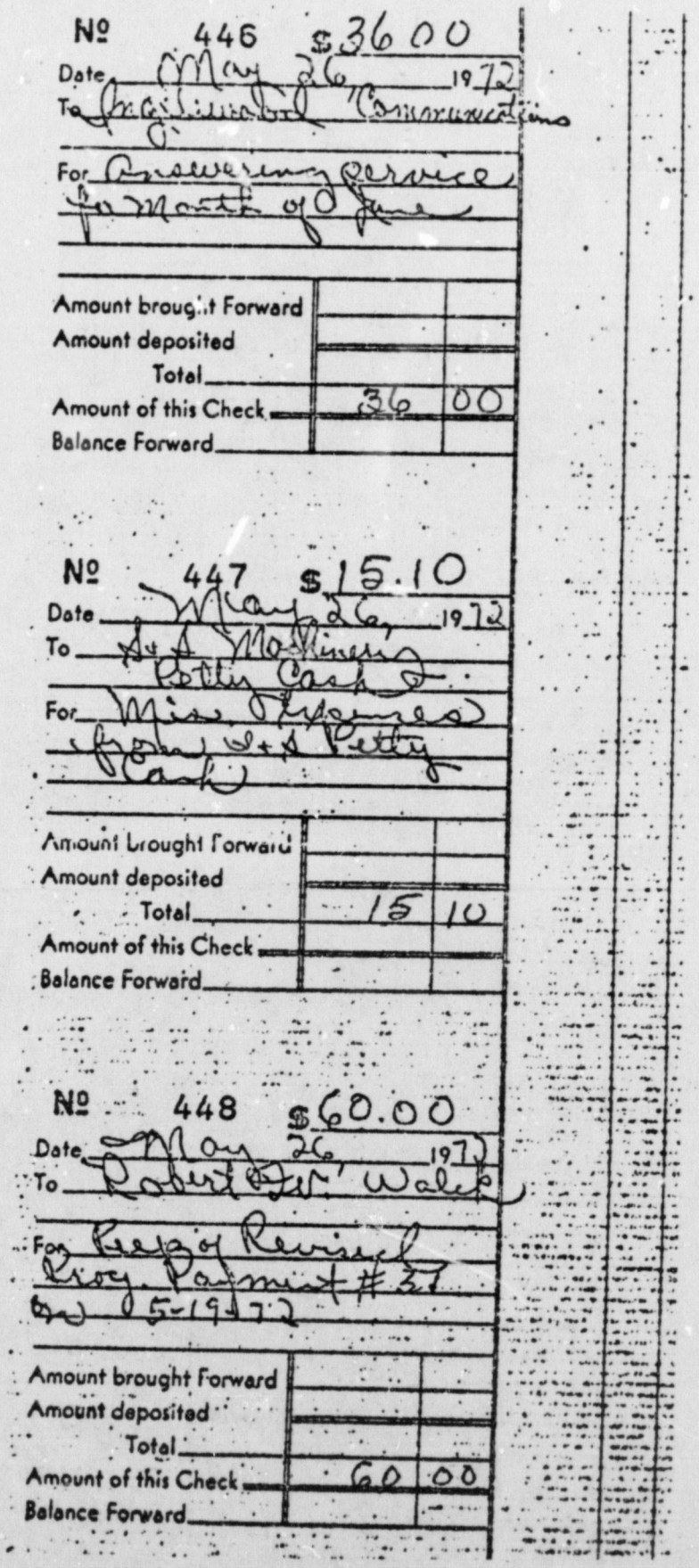
To Overseas Packaging

For Metal Sign sent to Telecopy and was by Telecopy - see deposit on 5-23-72

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	15	00
Balance Forward		

A 1307

Plaintiff's Exhibit 16



№ 446 $36.00

Date May 26, 1972

To Intercontinental Communications

For Answering Service for Month of June

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	36	00
Balance Forward		

№ 447 $15.10

Date May 26, 1972

To A & A Mailings Petty Cash

For Misc. Expenses (from A & A Petty Cash)

Amount brought Forward		
Amount deposited		
Total	15	10
Amount of this Check		
Balance Forward		

№ 448 $60.00

Date May 26, 1972

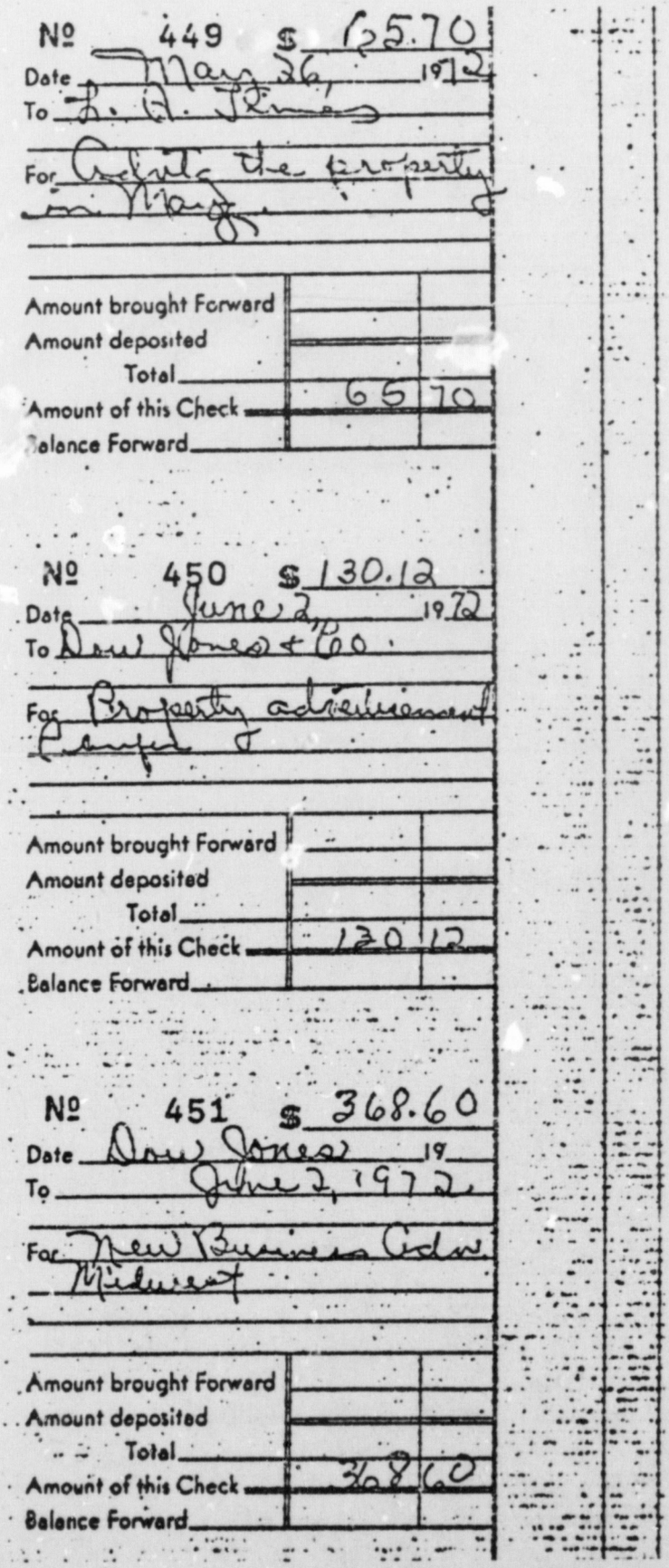
To Robert St. Walsh

For Prep of Revised Proj. Payment #31 as of 5-19-72

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	60	00
Balance Forward		

A 1308

Plaintiff's Exhibit 16



№ 449 $ 65.70

Date May 26, 1972

To L. A. Times

For Credit the property on Norz.

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	65	70
Balance Forward		

№ 450 $ 130.12

Date June 2, 1972

To Dow Jones & Co.

For Property advertisement Compl 7

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	130	12
Balance Forward		

№ 451 $ 368.60

Date Dow Jones 19

To June 7, 1972

For New Business Cdw. Midwest

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	368	60
Balance Forward		

A 1309

Plaintiff's Exhibit 16

No. 452 $ 249.40

Date June 2, 1972

To Dow Jones

For Eastern Ad. Property

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	249	40
Balance Forward		

No. 453 $ 451.00

Date June 2, 1972

To Dow Jones & Co

For Eastern Business Opportunities

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	451	00
Balance Forward		

No. 454 $ 201.60

Date June 2, 1972

To Dow Jones

For Property Advertised in the Midwest

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	201	60
Balance Forward		

A 1310

Plaintiff's Exhibit 16

No. 455 $ 19.40

Date June 2 1972

To Ivan Jones Co

For Business Opportunities Advertising in Our Window

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	19	40
Balance Forward		

No. 456 $ 8.64

Date June 2, 1972

To City of Inglewood

For 4/19 thru 5/17 Fire Service

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	8	64
Balance Forward		

No. 457 $ 103.53

Date June 2, 1972

To City of Inglewood

For Water - Refuse & Sewer Service 4/19 thru 5/17

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	103	53
Balance Forward		

A 1311

Plaintiff's Exhibit 16

No. 458 $ 369.60

Date June 2, 1972

To A. J. Machinery

For Secretarial Services 60 hrs for May

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	369	60
Balance Forward		

No. 459 $ 21.02

Date June 2, 1972

To A. J. Machinery Petty Cash

For Misc Expenses

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	21	02
Balance Forward		

No. 460 $ 147.20

Date June 2, 1972

To Poizin Telephone

For May 23, 1972

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	147	20
Balance Forward		

A 1312

Plaintiff's Exhibit 16

No. 461 $405.44

Date June 14, 1972

To [illegible]

For Lettuce, Reg + Transitional 5 31 72

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	405	44
Balance Forward		

No. 462 $27.50

Date June 14, 1972

To So. Calif. Gas Co

For June 5, 1972

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	27	50
Balance Forward		

No. 463 $31.10

Date June 14, 1972

To So Calif. Edison Co.

For May 19, 1972

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	31	10
Balance Forward		

A 1313

Plaintiff's Exhibit 16

No. 464 $141.15

Date June 14, 1912

To Mr. Kalif Cohn

For 5-12-72

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	141	15
Balance Forward		

No. 465 $44.40

Date June 14, 1912

To Pacific Coast Alarm Service

For 6-1-72

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	44	40
Balance Forward		

No. 466 $670.00

Date June 14, 1912

To Miller & Co

For Jonathan April

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check		
Balance Forward		

A 1314

Plaintiff's Exhibit 16

Golden Gate Palos Verdes Br.
Palos Verdes Peninsula, Calif. 796

BRANCH AND NUMBER

BANK OF AMERICA

NATIONAL TRUST AND SAVINGS ASSOCIATION

INSTRUCTIONS

USING YOUR OWN PERSONALIZED DEPOSIT SLIP, list checks separately by bank number.

Endorse checks by writing FOR DEPOSIT ONLY on reverse side of check. Beneath, sign your name in the same way as it appears on the face of the check.

Send currency by registered mail only.

Mail checks and your regular deposit slip together with this mail deposit receipt card in envelope provided.

This permanent receipt card will be returned to you together with a new pre-addressed envelope for your convenience.

AMERICAN MARC DIV. 6.38

ECON CORP.
Name.

Account No.

Date	Ent. By	Amount Deposited	
7 FEB 28 '72		20	73
[illegible]		1043	12
796 MAR 1 '72		231	34
796	38		
[illegible]		168.194	49
796 MAR 20 '72		99	30
796 APR 7 '72		205	12
796 APR 7 '72		212,976	—
796 APR 11 '72		742	40
796 APR 20 '72		3	80
796 [illegible]		218,991	40
796 MAY 15 '72		55	16
796 MAY 25 '72		37	—
796 JUN 2 '72		25	—
796 JUN [illegible]		56	30
796 JUN [illegible]		9	66
796 JUN [illegible]		93	—

A 1315

Plaintiff's Exhibit 16

No. 467 $16.00

Date June 16, 1972

To Passport Authority

For San Diego Trip 5-31-72

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	16	00
Balance Forward		

No. 468 $

Date 19

To

For

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check		
Balance Forward		

No. 469 $

Date 19

To

For

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check		
Balance Forward		

EON CORPORA
175 PEARL STR
BROOKLYN, NEW YOR

PAY TO THE ORDER OF

90-2514 GOLDEN COVE-PALOS VERDES
Bank of Americ
NATIONAL TRUST & SAVINGS ASSOCIATION
31176 Hawthorne Boulevard
PALOS VERDES PENINSULA, CALIFORN

⑈000468⑈

EON CORPORA
175 PEARL STRE
BROOKLYN, NEW YORK

PAY TO THE ORDER OF

90-2514 GOLDEN COVE-PALOS VERDES
Bank of Americ
NATIONAL TRUST & SAVINGS ASSOCIATION
31176 Hawthorne Boulevard
PALOS VERDES PENINSULA, CALIFORNIA

⑈000469⑈

A 1316
PLAINTIFF'S EXHIBIT 19

PLFT'S EX. 31 ID
11/22/82 D.P.

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          1610533 +<
          1396105 +<
          2114988 +<
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+ 1pcc   14283480 +<
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        18599883 +<
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        12763406 +<
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        21297600 +<
        21297600 +<
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Plaintiff's Exhibit 19

2011-72

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0198

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code)
DCASR, Los Angeles
11099 South La Cienega Blvd.
Los Angeles, California

2a. FROM: (Contractor's Name and Address Including ZIP Code)
American MARC Division EON Corp.
8831 So. Aviation Blvd., Inglewood, Calif. 90301

2b. SMALL BUSINESS PER ASPR 1-701
☒ YES ☐ NO

3a. TOTAL CONTRACT PRICE $ 1,455,534.00	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 1
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $ 1,455,534.00		
c. TARGET COST (If incentive contract) $	5. INVOICE NUMBER AND DATE	6. DATE OF THIS REQUEST 8/26/69 9/16/69
d. LIQUIDATION RATE 85 %		e. AMOUNT REQUESTED $ 16,105.33

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5/9/69 TO 7/31/69:

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 2,093.67
b. DIRECT LABOR (Of prime contractor only)		3,848.74
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)	10,391.60	10,391.60
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		16,334.01
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)	2,613.44	2,613.44
g. TOTAL OF LINES 7e AND 7f.		18,947.45
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		16,105.33
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9a plus 9d)		None
11. a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 16,105.33	
b. PERCENTAGE (85 %) APPLIED TO ITEM 30 LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$ 1,237,203.90	
c. LESSER OF 11a OR 11b		16,105.33
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		None
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		16,105.33

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ None
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less item 14)		18,947.45
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		16,105.33
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		None
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less item 17)		1,455,534.00
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		None
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less item 20)		None
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 20	$ 16,105.33	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,237,203.90	
c. LESSER OF ITEM 22a OR ITEM 22b		16,105.33
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less item 21, or item 13, whichever is the smaller)		16,105.33

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (with attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NUMBERED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as listed in writing) HAVE BEEN PAID OR BILL OF SALE CURRENTLY BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith) OF OR LIENS OR CLAIMS OUTSTANDING (Enter "None" or dollar amount) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1/1/69 OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3/31/69 TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM PERMISSIBLE AMOUNT SPECIFIED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING M. Mitchell Executive Vice President	DATE 8/26/69	SIGNATURE (For Contractor)
APPROVED	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

A 1318

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0178

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code)
DCASR, Los Angeles
11099 South La Cienega Blvd.
Los Angeles, California 90045

2. FROM: (Contractor's Name and Address including ZIP Code)
American MARC Division EON Corporation
8831 So. Aviation Blvd., Inglewood, Calif. 9030

2a. SMALL BUSINESS (As defined in ASPR 1-701)
[X] YES [ ] NO

3a. TOTAL CONTRACT PRICE $ 1,455,534.00	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 2
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $ 1,455,534.00		
c. TARGET COST (If incentive contract) $	5. INVOICE NUMBER AND DATE	6. DATE OF THIS REQUEST 10-1-69
d. LIQUIDATION RATE 85 %		e. AMOUNT REQUESTED $ 13,961.05

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5/9/69 TO 8/31/69

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 6,318.88
b. DIRECT LABOR (Of prime contractor only)		6,533.62
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		17,640.78
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		30,493.28
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		4,878.93
g. TOTAL OF LINES 7e AND 7f.		35,372.21
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		30,066.38
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 30,066.38	
b. PERCENTAGE (____ %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$ 1,237,203.90	
c. LESSER OF 11a OR 11b		30,066.38
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		16,105.33
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		13,961.05

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ None
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		35,372.21
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		30,066.38
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		None
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		1,455,534.00
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		16,105.33
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		None
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 18	$ 30,066.38	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,237,203.90	
c. LESSER OF ITEM 22a OR ITEM 22b		30,066.38
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		13,961.05

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 1) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1/3/69, OR, IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3/31/69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (Contractor)
L. Mendelsohn Executive Vice President	10/2/69	L. Mendelsohn
APPROVED:	**DATE SIGNED**	**SIGNATURE (Admin. Contracting Officer)**

DD FORM 1195

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1319

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code)
DCASR LOS ANGELES
11099 South LaCienega Blvd.
Los Angeles, California

2. FROM: (Contractor's Name and Address Including ZIP Code)
American MARC Division EON Corp
8831 S. Aviation Blvd. Inglewood, Ca. 90301

2a. SMALL BUSINESS PER ASPR 1-701: ☒ YES ☐ NO

3a. TOTAL CONTRACT PRICE $ 1,455,534.00	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 3
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $ 1,455,534.00		
c. TARGET COST (If incentive contract) $	5. INVOICE NUMBER AND DATE	6. DATE OF THIS REQUEST 11-25-69
d. LIQUIDATION RATE 85 %		e. AMOUNT REQUESTED $ 21,149.88

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 9-30-69

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 12,639.32
b. DIRECT LABOR (Of prime contractor only)		6,795.92
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		18,348.99
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		NONE
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		37,784.23
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		6,045.48
g. TOTAL OF LINES 7e AND 7f.		43,829.71
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		37,255.25
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		NONE
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		NONE
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		NONE
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		NONE
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		NONE
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ NONE	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 37,255.25	
b. PERCENTAGE (_____ %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$ 1,237,203.90	
c. LESSER OF 11a OR 11b		37,255.25
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		16,105.33
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		21,149.88

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ NONE
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		43,829.71
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		37,255.25
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		NONE
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		NONE
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		1,455,534.00
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		NONE
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 13 less Item 20)		16,105.33
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 15 PLUS ITEM 19	$ 37,255.25	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,237,203.90	
c. LESSER OF ITEM 22a OR ITEM 22b		37,255.25
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21 or Item 13, whichever is the smaller)		21,149.88

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herein reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS; THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED; THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT; THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request(s) No. 2) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE; THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69, OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT; AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard Vice President	11-25-69	M. J. Leonard
APPROVED:	DATE SIGNED	SIGNATURE (Govern. Contracting Officer)

DD FORM 1195 PREVIOUS EDITIONS OF THIS FORM ARE OBS

A 1320

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE.

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code)
DCASR - LOS ANGELES
11099 La Cienega Blvd.
Los Angeles, Ca. 90045

2. FROM: (Contractor's Name and Address (Including ZIP Code))
American MARC Division EON Corp.
8831 S. Aviation Blvd. Inglewood, Ca. 9030
2a. SMALL BUSINESS (See Article 7 (b))
(X) YES ( ) NO

3a. TOTAL CONTRACT PRICE $ 1,455,534.00	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 4
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $ 1,455,534.00		
c. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE	7. DATE OF THIS REQUEST January 16, 1970 1-2-70
d. LIQUIDATION RATE 85 %		e. AMOUNT REQUESTED $ 24,994,68

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-9 TO 12-31-9

9. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 63,064.34
b. DIRECT LABOR (Of prime contractor only)		7,441.98
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		20,093.35
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		No
e. SUBTOTAL OF LINES 9a THROUGH 9d, AS APPLICABLE		90,59[illegible].67
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		14,495.95
g. TOTAL OF LINES 9e AND 9f.		105,095.62
8. PERCENTAGE (85 %) APPLIED TO ITEM 9g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		89,331.28
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
11. a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
b. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 89,331.28	
c. PERCENTAGE (85 %) APPLIED TO ITEM 11b LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	1,237,203.90	
d. LESSER OF 11a OR 11b		89,331.28
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		64,336.60
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		24,994.68

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II	$ None
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)	105,[illegible]95.62
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT	89,331.28
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II	None
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST	None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less item 18)	1,455,534.00
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS	None
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less item 20)	64,336.60
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS	
a. ITEM 16 PLUS ITEM 20 — $ 89,331.28	
b. PERCENTAGE 85 % APPLIED TO ITEM 19 AND DOLLAR AMOUNT — 1,237,203.90	
c. LESSER OF ITEM 22a OR ITEM 22b	89,331.28
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)	24,994.68

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 3) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69 OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard Vice President	Jan. 16, 1970	M. J. Leonard
APPROVED:	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD FORM 1195

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1321

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) DCASR, Los Angeles, 11099 La Cienega Blvd., Los Angeles, Calif. 90045	2. FROM: (Contractor's Name and Address including ZIP Code) American MARC Division EON Corp., 8831 So. Aviation Blvd., Inglewood, CA 90301
	2a. SMALL BUSINESS CONCERN? YES X NO
3a. TOTAL CONTRACT PRICE $ 1,455,534.00	4. CONTRACT NUMBER DAAK01-69-C-A359
4a. CONTRACT PRICE OF ITEMS TO BE DELIVERED AFTER FIRST INVOICE $ 1,455,534.00	
5. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE
7. LIQUIDATION RATE 85 %	8. AMT. OF THIS REQUEST February 1, 1970
	8a. AMT. OF CURRENCY $ 66,449.67

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM: 9-69 TO: 1-31-70

9. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 127,177.62
b. DIRECT LABOR (prime contractor only)		8,328.44
c. MANUFACTURING AND FABRICATION LABOR (Specify rate 270 %)		22,486.79
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		
e. SUBTOTAL OF COSTS TO BE CHARGED AS APPLICABLE		157,992.85
f. GENERAL AND ADMINISTRATIVE EXPENSE (Specify rate 16 %)		25,278.86
g. TOTAL (Sum of lines 9e and 9f)		183,271.71
9h. PERCENTAGE 85 % APPLICABLE TO THIS PROGRESS PAYMENT REQUEST (LAR Section)		155,780.95
10. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED CREDITS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (Sum of 10a and 10b)		None
d. SUBCONTRACT PROGRESS PAYMENTS APPROVED FOR DIRECT PAYMENT		None
10e. SUBCONTRACT PROGRESS PAYMENTS AND LIQUIDATIONS (Items 10a and 10b)		None
11a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11b. TOTAL DOLLAR AMOUNT (Line 9 plus 10c)	$ 155,780.95	
11c. PERCENTAGE 85 % APPLIED TO LINE 11b AGGREGATE PROGRESS PAYMENT DOLLAR AMOUNT	$ 1,237,203.90	
11d. LESSER OF LINE 9h OR 11c		155,780.95
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		89,331.28
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENT (Line 11d less line 12)		66,449.67

SECTION III - COMPUTATION OF LIMITATION FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCURRED FOR ITEMS AND SERVICES DELIVERED AND ACCEPTED TO THE SECOND DATE	$ None
15. COSTS ELIGIBLE FOR PROGRESS PAYMENT FOR DELIVERED ITEMS AND TO BE DELIVERED ITEMS	183,271.71
16. PERCENTAGE 85 % APPLICABLE TO LINE 15 ITEMS AND DOLLAR AMOUNT	155,780.95
17. CONTRACT PRICE OF ITEMS DELIVERED AND ACCEPTED TO SECOND DATE	None
18. AMOUNT OF ADVANCE PAYMENTS (Exclusive of amounts applied to liquidation and interest)	None
19. NET BALANCE OF CONTRACT PRICE (Line 1 less line 17) AND INVOICED (Line 4a less line 17)	1,455,534.00
20. TOTAL AMOUNT APPLIED OR TO BE APPLIED TO LIQUIDATION OF PROGRESS PAYMENTS	None
21. UNLIQUIDATED PROGRESS PAYMENTS (Line 12 less line 20)	89,331.28
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS	
a. ITEM 16 PLUS ITEM 18	$ 155,780.95
b. PERCENTAGE 85 % APPLICABLE TO LINE 19 DOLLAR AMOUNT	1,237,203.90
c. LESSER OF ITEM 22a OR 22b	155,780.95
23. AMOUNT OF CURRENT PROGRESS PAYMENT (Line 22c less line 21, or line 13, whichever is the smaller)	66,449.67

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT AND THAT ALL THE COSTS OF CONTRACT PERFORMANCE (except as herein reported in writing) HAVE BEEN PAID OR ARE PAYABLE CURRENTLY BY THE CONTRACTOR WHEN DUE IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK FOR WHICH PAYMENT IS REQUESTED HEREIN HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (except as reported in writing herewith, or on previous progress payment request No. 4) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69 OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69 TO THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM AUTHORIZED UNDER OR PURSUANT TO THE CONTRACT

TYPED NAME AND TITLE OF CERTIFYING OFFICIAL: M. J. Leonard, Vice President	DATE SIGNED: 2/ /70	SIGNATURE (For Contractor):
APPROVED:	DATE SIGNED	SIGNATURE (Authorized Contracting Official)

DD FORM 1195

PREVIOUS EDITIONS ARE OBSOLETE

A 1322

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT		Form Approved Budget Bureau No. 22 R0178
TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE		
SECTION I - IDENTIFICATION INFORMATION		
1. TO: (Include ZIP Code) DCASR, Los Angeles 11099 La Cienega Blvd. Los Angeles, Calif. 90045	2. FROM: (Contractor's Name and Address Including ZIP Code) American MARC Division FON Corporation 8831 La Tijera Blvd., Inglewood Calif 90301	
	2a. SMALL BUSINESS PER ASPR 1-701 [X] YES [ ] NO	
3a. TOTAL CONTRACT PRICE $1,455,534.00	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 6
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $1,455,534.00		
c. TARGET COST (If incentive contract) $	5. INVOICE NUMBER AND DATE	b. DATE OF THIS REQUEST March 11, 1970
d. LIQUIDATION RATE 85%		c. AMOUNT REQUESTED $27,490.87

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 2-28-70

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 150,090.95
b. DIRECT LABOR (Of prime contractor only)		2,611.11
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 220 %)		26,112.00
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		
e. TOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		185,814.06
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		29,739.85
g. TOTAL OF LINES 7e AND 7f.		215,613.91
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		183,271.82
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 183,271.82	
b. PERCENTAGE (85 %) APPLIED TO ITEM 11a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$1,237,203.90	
c. LESSER OF 11a OR 11b		183,271.82
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		155,780.95
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		27,490.87

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ None
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		215,613.91
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		183,271.82
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		None
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		1,455,534.00
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		None
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		155,780.95
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 18	$ 183,271.82	
b. PERCENTAGE (85%) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,237,203.90	
c. LESSER OF ITEM 22a OR ITEM 22b		183,271.82
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		27,490.87

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 5) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69 OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69 BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard, Vice President		
APPROVED	**DATE SIGNED**	**SIGNATURE (Admin. Contracting Officer)**

DD FORM 1195 PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1323

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code)
DCASR, LOS ANGELES
11099 La Cienega Blvd.
Los Angeles, Calif. 90045

2. FROM: (Contractor's Name and Address including ZIP Code)
American MARC Division EON Corporation
8831 S. Aviation Blvd., Inglewood, CA 90301

2a. SMALL BUSINESS (See ASPR 1-701)
[X] YES [ ] NO

3a. TOTAL CONTRACT PRICE $1,455,534.00	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 7
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $1,455,534.00		
c. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE	b. DATE OF THIS REQUEST April 10, 1970
d. LIQUIDATION RATE 85%		c. AMOUNT REQUESTED $32,657.26

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 3-31-70

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$160,817.59
b. DIRECT LABOR (Of prime contractor only)		10,318.22
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		27,859.20
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		218,995.01
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		35,039.20
g. TOTAL OF LINES 7e AND 7f.		254,034.21
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		215,929.08
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
11. a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 215,929.08	
b. PERCENTAGE (85 %) APPLIED TO ITEM 9d LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$1,237,203.90	
c. LESSER OF 11a OR 11b		215,929.08
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		183,271.82
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		32,657.26

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ None
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		254,034.21
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		215,929.08
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		None
18. AMOUNT OF ADVANCE PAYMENT OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		1,455,534.00
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		None
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 14 less Item 20)		183,271.82
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 18	$ 215,929.08	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	$1,237,203.90	
c. LESSER OF ITEM 22a OR ITEM 22b		215,929.08
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		32,657.26

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 6) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69, OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard, Vice President	4/21/70	M. J. Leonard
APPROVED	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD FORM 1195

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1324

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) DCASR, Los Angeles 11099 LaCienega Blvd. Los Angeles, Calif. 90045	2. FROM: (Contractor's Name and Address Including ZIP Code) American MARC Division EON Corp. 8831 S. Aviation Blvd., Inglewood CA 90301 2a. SMALL BUSINESS (SEE ASPR 1-701) [X] YES [ ] NO

3a. TOTAL CONTRACT PRICE $1,455,534.00	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 8
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $1,455,534.00		
c. TARGET COST (If incentive contract) $	5. INVOICE NUMBER AND DATE	6. DATE OF THIS REQUEST May 13, 19
d. LIQUIDATION RATE 85%		e. AMOUNT REQUESTED $47,959.27

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 4-30-70

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 220,914.11
b. DIRECT LABOR (Of prime contractor only)		12,627.33
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		34,093.80
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		267,635.24
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		42,821.64
g. TOTAL OF LINES 7e AND 7f.		310,456.88
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		263,888.35
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 263,888.35	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$1,237,203.90	
c. LESSER OF 11a OR 11b		263,888.35
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		215,929.08
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		47,959.27

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ None
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		310,456.88
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		263,888.35
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		None
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		1,455,534.00
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		None
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		215,929.08
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 19	$ 263,888.35	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,237,203.90	
c. LESSER OF ITEM 22a OR ITEM 22b		263,888.35
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		47,959.27

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 7) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-5-69, OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

24. TYPED NAME AND TITLE OF PERSON SIGNING M. J. Leonard	DATE SIGNED 5-14-70	SIGNATURE (Put Contractor last) [signature]
APPROVED:	DATE SIGNED	SIGNATURE (Administrative Contracting Officer)

DD FORM 1195

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

A 1325

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0179

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code)
DCASR, Los Angeles
11099 LaCienega Blvd.
Los Angeles, California 90045

2. FROM: (Contractor's Name and Address including ZIP Code)
American MARC Division EON Corp.
8831 So. Aviation Blvd., Inglewood, CA 90301

2a. SMALL BUSINESS (SEE ASPR 1-701) [X] YES [ ] NO

3a. TOTAL CONTRACT PRICE $1,455,534.00

4. CONTRACT NUMBER DAAK01-69-C-A359

5a. PROGRESS PAYMENT REQUEST NUMBER 9

3b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $1,455,534.00

5. INVOICE NUMBER AND DATE

5b. DATE OF THIS REQUEST JUNE 4, 1970

3c. AMOUNT CLOSE (If this million (omitted))

3d. LIQUIDATION RATE 85%

5c. AMOUNT REQUESTED $75,922.19

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 5-31-70

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 272,424.78
b. DIRECT LABOR (Of prime contractor only)		19,516.39
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		52,694.26
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		344,635.43
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		55,141.67
g. TOTAL OF LINES 7e AND 7f.		399,777.10
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		339,810.54
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (% of item 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 339,810.54	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3d LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$1,237,203.90	
c. LESSER OF 11a OR 11b		339,810.54
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		263,888.35
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		75,922.19

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g, APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ None
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less item 14)		399,777.10
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		339,810.54
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		None
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less item 18)		1,455,534.00
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		None
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less item 20)		263,888.35
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 19	$ 339,810.54	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,237,203.90	
c. LESSER OF ITEM 22a OR ITEM 22b		339,810.54
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less item 21, or item 13, whichever is the smaller)		75,922.19

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 8) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE financial CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-5-69, OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard Vice President, Gen. Mgr.	6/4/70	M. J. Leonard
APPROVED:	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD FORM 1195

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1326

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0138

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D.C.A.S.R., Los Angeles 11099 La Cienega Blvd. Los Angeles, California 90045	2. FROM: (Contractor's Name and Address including ZIP Code) American MARC Division EON Corporation 8831 So. Aviation Blvd., Inglewood CA90301
	2a. SMALL BUSINESS (SIC ASIC 1 701) [X] YES [ ] NO

3a. TOTAL CONTRACT PRICE $1,452,384.00	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 10
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $		
c. TARGET COST (If incentive contract) $1,452,384.00	5. INVOICE NUMBER AND DATE	6. DATE OF THIS REQUEST June 18, 1970
d. LIQUIDATION RATE 85%		e. AMOUNT REQUESTED $75,939.05

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 6-15-70

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$331,762.96
b. DIRECT LABOR (Of prime contractor only)		24,294.53
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		65,595.24
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		421,652.73
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		67,464.44
g. TOTAL OF LINES 7e AND 7f.		489,117.17
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT.		415,749.59
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9a plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 415,749.59	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$1,234,526.40	
c. LESSER OF 11a OR 11b		415,749.59
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		339,810.54
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		75,939.05

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ None
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		489,117.17
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		415,749.59
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		None
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3a less Item 17)		1,452,384.00
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		None
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		339,810.54
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 19	$ 415,749.59	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,234,526.40	
c. LESSER OF ITEM 22a OR ITEM 22b		415,749.59
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		75,939.05

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 9) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69 OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69 BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (Contractor)
M. J. Leonard, Vice President, Gen. Mgr	6-18-70	M. J. Leonard
APPROVED	DATE SIGNED	SIGNATURE (Authorized Contracting Officer)

DD FORM 1 JUL 65 1195 PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1327

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22 R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code)
D. C. A. S. R. - Los Angeles
11099 La Cienega Blvd.
Los Angeles, Calif. 90045

2. FROM: (Contractor's name and address including ZIP Code)
American Mart Division EON Corporation
8831 So. Aviation Blvd., Inglewood CA90301

2a. SMALL BUSINESS PER ASPR 1-701
[X] YES [ ] NO

3a. TOTAL CONTRACT PRICE $1,452,384.00	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 11
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $		
c. TARGET COST (If incentive contract) $1,452,384.00	6. INVOICE NUMBER AND DATE	b. DATE OF THIS REQUEST July 9, 1970
d. LIQUIDATION RATE 85%		c. AMOUNT REQUESTED $110,581.87

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 6-30-70

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 435,142.19
b. DIRECT LABOR (Of prime contractor only)		30,500.81
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270%)		82,352.20
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		547,995.20
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16%)		87,679.23
g. TOTAL OF LINES 7e AND 7f.		635,674.43
8. PERCENTAGE (85%) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		540,323.27
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 540,323.27	
b. PERCENTAGE (85%) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$1,234,526.40	
c. LESSER OF 11a OR 11b		540,323.27
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		415,749.59
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		124,573.68

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g, APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ 16,460.95
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		619,213.48
16. PERCENTAGE (85%) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		526,331.46
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		17,284.00
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		1,435,100.00
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		14,691.40
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		401,058.19
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 19	$ 526,331.46	
b. PERCENTAGE (85%) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,219,835.00	
c. LESSER OF ITEM 22a OR ITEM 22b		526,331.46
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		110,581.87

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 10) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69 OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69 BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard Vice President, Gen'l. Mgr.	7/9/70	M. J. Leonard
APPROVED	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD FORM 195 PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

A 1328

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) DCASR, Los Angeles 11099 La Cienega Blvd. Los Angeles, Calif. 90045	2. FROM: (Contractor's Name and Address including ZIP Code) American MARC Division EON Corporation 8831 S. Aviation Blvd., Inglewood, CA90301 2a. SMALL BUSINESS (See Item 1 for) [X] YES [ ] NO

3a. TOTAL CONTRACT PRICE $3,252,186.83	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 12
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $3,252,186.83		
c. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE	7. DATE OF THIS REQUEST August 5, 1970
d. LIQUIDATION RATE 85 %		e. AMOUNT REQUESTED $147,102.41

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 7-31-70

8. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 529,304.09
b. DIRECT LABOR (Of prime contractor only)		41,538.30
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		112,153.42
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		682,995.81
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		109,279.33
g. TOTAL OF LINES 7e AND 7f.		792,275.14
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		673,433.87
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 673,433.87	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$2,764,358.81	
c. LESSER OF 11a OR 11b		673,433.87
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		526,331.46
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		147,102.41

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 3a APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ 70,123.65
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		722,151.49
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		613,828.77
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		73,629.84
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 17)		3,178,556.99
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		62,585.36
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		473,746.10
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 18	$ 613,828.77	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	2,701,773.44	
c. LESSER OF ITEM 22a OR ITEM 22b		613,828.77
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		147,102.41

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 11) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69, OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING M. J. Leonard, Vice President, General Manager	DATE SIGNED 8-5-70	SIGNATURE (For Contractor) M. J. Leonard
APPROVED:	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD FORM 1195

PREVIOUS EDITION IS OBSOLETE AND MAY BE USED

A 1329

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D. C. A. S. R., Los Angeles 11099 La Cienega Blvd. Los Angeles, Calif. 90045	2. FROM: (Contractor's Name and Address including ZIP Code) American MARC Division EON Corporation 8831 So. Aviation Blvd., Inglewood, CA 90301
	2a. SMALL BUSINESS CONCERN? X YES ___ NO

3a. TOTAL CONTRACT PRICE $3,252,186.83	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 13
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $3,084,022.73		
c. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE	b. DATE OF THIS REQUEST September 4, 1970
d. LIQUIDATION RATE 85%		c. AMOUNT REQUESTED $119,241.84

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 8-31-70

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 607,964.08
b. DIRECT LABOR (Of prime contractor only)		52,963.96
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		143,002.70
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		803,930.74
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		128,628.92
g. TOTAL OF LINES 7e AND 7f		932,559.66
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		792,675.71
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
11. a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
b. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 792,675.71	
c. PERCENTAGE (85 %) APPLIED TO ITEM 11b LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$2764,358.81	
d. LESSER OF 11a OR 11b		792,675.71
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		673,433.87
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		119,241.84

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g, APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$160,156.28
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less item 14)		772,403.38
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		656,542.87
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		168,164.10
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less item 17)		3084,022.73
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		142,939.48
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less item 20)		530,494.39
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 18	$ 656,542.87	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	2,621,419.32	
c. LESSER OF ITEM 22a OR ITEM 22b		656,542.87
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less item 21, or item 13, whichever is the smaller)		119,241.84

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 12) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69, OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING M. J. Leonard, Vice Pres., Gen. Mgr.	DATE SIGNED 9/4/70	SIGNATURE (For Contractor)
APPROVED:	DATE SIGNED	SIGNATURE (Authorized Contracting Officer)

DD FORM 1 JUN 68 1195 PREVIOUS EDITIONS MAY BE USED UNTIL STOCKS ARE EXHAUSTED

A 1330

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D. C. A. S. R. - Los Angeles 11099 LaCienega Blvd. Los Angeles, California 90045	2. FROM: (Contractor's Name and Address including ZIP Code) American MARC Division EON Corporation 8831 So. Aviation Blvd., Inglewood CA90301 2a. SMALL BUSINESS (SEE ASPR 1-701) [X] YES [ ] NO

3a. TOTAL CONTRACT PRICE $3,252,186.83	4. CONTRACT NUMBER DAAH01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 14
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $2,897,173.73		
c. TARGET COST (If incentive contract) $	5. INVOICE NUMBER AND DATE	6. DATE OF THIS REQUEST October 5, 1970
d. LIQUIDATION RATE 85 %		e. AMOUNT REQUESTED $142,346.78

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 9-30-70

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 710,352.48
b. DIRECT LABOR (Of prime contractor only)		64,309.78
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		173,636.41
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		948,298.67
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		151,727.79
g. TOTAL OF LINES 7e AND 7f.		1,100,026.46
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		935,022.49
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 935,022.49	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$2,764,358.81	
c. LESSER OF 11a OR 11b		935,022.49
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		792,675.71
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		142,346.78

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ 338,107.71
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less item 14)		761,918.75
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		647,630.94
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		355,013.10
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less item 18)		2,897,173.73
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		301,761.14
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less item 20)		490,914.57
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 19 PLUS ITEM 10	$ 647,630.94	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	2,462,597.67	
c. LESSER OF ITEM 22a OR ITEM 22b		647,630.94
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less item 21, or item 13, whichever is the smaller)		142,346.78

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 13) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69 , OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69 , BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard, Vice Pres., Gen. Mgr.	10-5-70	[signature]
APPROVED	DATE SIGNED	NAME AND TITLE (Authorized Contracting Officer)

DD FORM 4402 [illegible]

A 1331

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22 R0179

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D. C. A. S. R. - Los Angeles 11099 South LaCienega Blvd. Los Angeles, California 90045	2. FROM: (Contractor's Name and Address including ZIP Code) Am[illegible]an MARC Division EON Corporation 88[illegible] Aviation Blvd., Inglewood, CA 90301
	2a. [illegible] BUSINESS? (Check) (X) YES ( ) NO

3a. TOTAL CONTRACT PRICE $3,252,186.83	4. CONTRACT NUMBER DAAK 01-69-C-A359	5. PROGRESS PAYMENT REQUEST NUMBER 15
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $2,794,161.09		
c. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE	7. DATE OF THIS REQUEST November 4, 1970
d. LIQUIDATION RATE 85%		8. AMOUNT REQUESTED $86,722.61

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 10-31-70

9. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 770,238.77
b. DIRECT LABOR (Of prime contractor only)		71,895.64
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		194,118.23
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 9a THROUGH 9d, AS APPLICABLE		1,036,252.64
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		165,800.42
g. TOTAL OF LINES 9e AND 9f		1,202,053.06
9h. PERCENTAGE (85 %) APPLIED TO ITEM 9g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		1,021,745.10
10. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (90% of line 9h)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10e. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
11. a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
b. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$1,021,745.10	
c. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$2,764,358.81	
d. LESSER OF 11a OR 11b		1,021,745.10
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		935,022.49
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		86,722.61

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ 436,214.99
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less item 14)		765,838.07
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		650,962.36
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		458,025.74
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less item 17)		2,794,161.09
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		389,321.88
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less item 20)		545,700.61
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 15 PLUS ITEM 18	$ 650,962.36	
b. PERCENTAGE (85 %) APPLIED TO ITEM 15 AND DOLLAR AMOUNT	2,375,036.93	
c. LESSER OF ITEM 22a OR ITEM 22b		650,962.36
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less item 21, or item 13, whichever is the smaller)		86,722.61

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 14) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69, OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard, V. P., Gen. Mgr.	11-4-70	[signature]
APPROVED	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD FORM 1195 [illegible]

A 1332

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D. C. A. S. R., Los Angeles 11099 South La Cienega Blvd. Los Angeles, California 90045	2. FROM: (Contractor's Name and Address Including ZIP Code) American MARC Division EON Corporation 8831 So. Aviation Blvd., Inglewood CA90301 2a. SMALL BUSINESS (See ASPR 1-701) ☒ YES ☐ NO

3a. TOTAL CONTRACT PRICE $3,477,730.53	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 16
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $3,018,696.31		
c. TARGET COST (If incentive contract) $	7. INVOICE NUMBER AND DATE	8a. DATE OF THIS REQUEST Dec. 4, 1970
d. LIQUIDATION RATE 85%		e. AMOUNT REQUESTED $93,028.74

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 11-30-70

9. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 843,092.55
b. DIRECT LABOR (Of prime contractor only)		77,705.33
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		209,804.39
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 9a THROUGH 9d, AS APPLICABLE		1,130,602.27
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		180,896.36
g. TOTAL OF LINES 9e AND 9f.		1,311,498.63
8. PERCENTAGE (85 %) APPLIED TO ITEM 9g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		1,114,773.84
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$1,114,773.84	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	2,956,070.95	
c. LESSER OF 11a OR 11b		1,114,773.84
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		1,021,745.10
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		93,028.74

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ 437,175.45
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		874,323.18
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		743,174.70
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		459,034.22
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		3,018,696.31
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		390,179.09
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		631,566.01
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 20	$ 743,174.70	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	2,565,891.86	
c. LESSER OF ITEM 22a OR ITEM 22b		743,174.70
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		93,028.74

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 15) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69 , OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69 , BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (Last Contractor)
M. J. Leonard, V. P., Con. Mgr.	12-4-70	M. J. Leonard
APPROVED BY	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD FORM 1495 PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

A 1333

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code)	2. FROM: (Contractor's Name and Address including ZIP Code)
D. C. A. S. R. - Los Angeles 11099 South LaCienega Blvd. Los Angeles, California 90045	American MARC Division EON Corporation 3831 So. Aviation Blvd., Inglewood, CA90301

3a. TOTAL CONTRACT PRICE	4. CONTRACT NUMBER	5a. PROGRESS PAYMENT REQUEST NUMBER
$3,477,730.53	DAAH01-69-C-A359	17
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED		
$2,917,857.27		
c. TARGET COST (If incentive contract)	**5. INVOICE NUMBER AND DATE**	**6. DATE OF THIS REQUEST**
$		January 6, 1971
d. LIQUIDATION RATE		**7. AMOUNT REQUESTED**
85 %		$156,495.23

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 12-31-70

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 965,076.22
b. DIRECT LABOR (Of prime contractor only)		87,633.33
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		236,609.99
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		1,289,319.54
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		206,291.13
g. TOTAL OF LINES 7e AND 7f		1,495,610.67
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		1,271,269.07
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$1,271,269.07	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$2,956,070.95	
c. LESSER OF 11a OR 11b		1,271,269.07
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		1,114,773.84
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		156,495.23

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g, APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ 538,475.45
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		957,135.22
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		813,564.94
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		559,873.26
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 17)		2,917,857.27
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		475,892.27
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 13 less Item 20)		638,881.57
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 18	$ 813,564.94	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	2,480,178.68	
c. LESSER OF ITEM 22a OR ITEM 22b		813,564.94
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		156,495.23

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 16) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69, OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard Vice President, General Mgr.	1-6-71	
APPROVED:	**DATE SIGNED**	**SIGNATURE (Admin. Contracting Officer)**

DD FORM 4401

A 1334

Plaintiff's Exhibit

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22 R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) DCASR - Los Angeles 11099 So. LaCienega Blvd. Los Angeles, Calif. 90045	2. FROM: (Contractor's Name and Address including ZIP Code) American MARC Division EON Corporation 8831 So.Aviation Blvd,Inglewood, Calif.90301 2a. SMALL BUSINESS (See Instructions) [X] YES [ ] NO

3a. TOTAL CONTRACT PRICE $3,477,730.53	4. CONTRACT NUMBER DAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 18
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $2,688,451.96		
c. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE	b. DATE OF THIS REQUEST February 4, 1971
d. LIQUIDATION RATE 85 %		c. AMOUNT REQUESTED $156,066.94

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 1-31-71

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$1,082,100.28
b. DIRECT LABOR (Of prime contractor only)		98,784.37
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		266,717.80
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		1,447,602.45
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		231,616.39
g. TOTAL OF LINES 7e AND 7f.		1,679,218.84
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		1,427,336.01
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
11. a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$1,427,336.01	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$2,956,070.95	
c. LESSER OF 11a OR 11b		1,427,336.01
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		1,271,269.07
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		156,066.94

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g, APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ 751,693.88
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		927,524.96
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		788,396.22
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		789,278.57
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		2,688,45[illegible].96
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		670,886.78
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		600,382.29
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 19	$ 788,396.22	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	2,28[illegible],184.17	
c. LESSER OF ITEM 22a OR ITEM 22b		788,396.22
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		156,066.94

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 17) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69 OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69 , BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
H. J. Leonard, Vice President General Manager	2-4-71	
APPROVED:	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD. FORM 1195

PREVIOUS EDITION MAY BE USED UNTIL STOCKS ARE EXHAUSTED

A 1335

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R3570

TO BE COMPLETED IN ACCORDANCE WITH THE CONTRACT CLAUSE OF THE CONTRACT ENTITLED "PAYMENTS"

SECTION I - IDENTIFICATION

1. TO: (Include ZIP Code) D. C. A. S. R. - Los Angeles 11099 So. LaCienega Blvd. Los Angeles, Calif. 90045	2. FROM: (Include ZIP Code) Douglas Aircraft Division Int. Corp. 3855 Lakewood Blvd. Long Beach, Calif. 90801
3a. TOTAL CONTRACT PRICE $ 3,477,730.53	4. CONTRACT NUMBER DAAK01-69-C-A339
5. PROGRESS PAYMENT REQUEST NUMBER 19	
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $ 2,529,030.25	
c. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE
7. DATE OF THIS REQUEST March 5, 1971	
d. LIQUIDATION RATE 85%	e. AMOUNT REQUESTED $ 152,834.80

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 2-28-71

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 1,195,730.22
b. DIRECT LABOR (Of prime contractor only)		109,665.51
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 200 %)		265,100.53
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		1,570,496.26
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		256,437.37
g. TOTAL OF LINES 7e AND 7f		1,826,933.63
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		1,560,170.81
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$1,560,170.81	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$2,956,070.95	
c. LESSER OF 11a OR 11b		1,560,170.81
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		1,427,336.01
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		152,834.80

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g, APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ 903,495.51
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		955,528.97
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		812,199.62
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		543,610.28
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 17)		2,529,030.25
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		805,369.74
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		620,966.27
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 18	$812,199.62	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	2,149,701.21	
c. LESSER OF ITEM 22a OR ITEM 22b		812,199.62
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 2. c less Item 21, or Item 13, whichever is the smaller)		152,834.80

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS; THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment requests) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED [illegible] IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED [illegible] TO THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AS TO THE AMOUNT OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS DO NOT EXCEED THE AMOUNT PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF CERTIFYING OFFICIAL H. J. Leonard, Vice President Contracts	DATE SIGNED 3-5-71	SIGNATURE (Of Contractor)
APPROVED	DATE SIGNED	SIGNATURE (Of Government official)

DD FORM 1195

A 1336

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R070

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code)
D. C. A. S. R. - Los Angeles
11099 So. LaCienega Blvd.
Los Angeles, Calif. 90045

2. FROM: (Contractor's Name and Address including ZIP Code)
American MARC Division EON Corporation
8831 So. Aviation Blvd., Inglewood Ca. 90301

2a. SMALL BUSINESS (SEE ASPR 1-701)
[X] YES [ ] NO

3a. TOTAL CONTRACT PRICE $3,576,052.90	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 20
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $2,479,180.72		
c. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE	b. DATE OF THIS REQUEST April 7, 1971
d. LIQUIDATION RATE 85 %		c. AMOUNT REQUESTED $163,184.61

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 3-31-71

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$1,317,557.17
b. DIRECT LABOR (Of prime contractor only)		121,770.75
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		328,781.03
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		1,768,108.95
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		282,897.43
g. TOTAL OF LINES 7e AND 7f.		2,051,006.38
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		1,743,355.42
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$1,743,355.42	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$3,039,644.97	
c. LESSER OF 11a OR 11b		~~1,743,355.42~~
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		1,580,170.81
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		163,184.61

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$1,044,640.17
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		1,006,366.21
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		855,411.28
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		1,096,872.18
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		2,479,180.72
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		932,341.35
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		647,829.46
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 19	$ 855,411.28	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	2,107,303.61	
c. LESSER OF ITEM 22a OR ITEM 22b		855,411.28
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		163,184.61

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 19) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69, OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard, Vice President--General Manager	4-7-71	M. J. Leonard
APPROVED	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD FORM 1195

PRECEDING EDITIONS OF THIS FORM ARE OBSOLETE

A 1337

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22 R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D. C. A. S. R. - Los Angeles 11099 So. LaCienega Blvd. Los Angeles, California 90045	2. FROM: (Contractor's Name and Address including ZIP Code) American MARC Division EON Corporation 8231 S. Aviation Blvd., Inglewood, CA. 90301 2a. SMALL BUSINESS CONCERN? ☒ YES ☐ NO

3a. TOTAL CONTRACT PRICE $3,576,507.21	4. CONTRACT NUMBER DAAK01-69-C-A357	5a. PROGRESS PAYMENT REQUEST NUMBER 21
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $2,233,902.96		
c. TARGET COST (If incentive contract) $	5. INVOICE NUMBER AND DATE	6. DATE OF THIS REQUEST May 7, 1971
d. LIQUIDATION RATE 85 %		e. AMOUNT REQUESTED $185,998.83

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 4-30-71

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$1,465,780.61
b. DIRECT LABOR (Of prime contractor only)		132,694.08
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		358,274.02
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		1,956,748.73
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		313,079.80
g. TOTAL OF LINES 7e AND 7f.		2,269,828.53
8. PERCENTAGE (85 %) APPLIED TO LINE 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		1,929,354.25
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$1,929,354.25	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$3,040,286.13	
c. LESSER OF 11a OR 11b		1,929,354.25
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		1,743,355.42
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		185,998.83

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g, APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$1,221,398.42
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		1,048,430.11
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		891,165.59
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		1,342,904.25
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		2,233,902.96
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		1,141,468.61
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		601,886.81
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 19	$ 891,165.59	
b. PERCENTAGE 85 % APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,898,817.52	
c. LESSER OF ITEM 22a OR ITEM 22b		891,165.59
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21 or Item 13, whichever is the smaller)		185,998.83

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 20) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69 , OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69 , BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING M. J. Leonard, Vice President-General Manager	DATE SIGNED 5/7/71	SIGNATURE (For Contractor) M. J. Leonard
APPROVED	DATE SIGNED	SIGNATURE (Administrative Contracting Officer)

DD FORM 1 JUN 66 1195

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1338

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0178

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D. C. A. S. R. - Los Angeles 11099 So. LaCienega Blvd. Los Angeles, Calif. 90045	2. FROM: (Contractor's Name and Address including ZIP Code) American MARC Division EON Corporation 8831 S.Aviation Blvd., Inglewood, CA90301
	2a. SMALL BUSINESS PER ASPR 1-701 [X] YES [ ] NO

3. TOTAL CONTRACT PRICE $3,576,807.21	4. CONTRACT NUMBER DA01-69-C-0359	5a. PROGRESS PAYMENT REQUEST NUMBER 22
3a. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $2,124,338.50		
3b. TARGET COST (If incentive contract) $	5. INVOICE NUMBER AND DATE	5b. DATE OF THIS REQUEST June 10, 1971
3c. LIQUIDATION RATE 85 %		5c. AMOUNT REQUESTED $116,849.50

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-59 TO 5-31-71

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 1,556,450.88
b. DIRECT LABOR (Of prime contractor only)		140,218.18
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		378,588.09
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		2,075,257.35
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		332,041.18
g. TOTAL OF LINES 7e AND 7f.		2,407,298.53
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		2,046,203.75
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. [illegible] 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$2,046,203.75	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$3,040,286.13	
c. LESSER OF 11a OR 11b		2,046,203.75
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		1,929,354.25
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		116,849.50

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g, APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$1,373,760.85
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		1,033,537.68
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		878,507.03
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		1,442,448.89
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		2,134,358.32
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		1,226,081.56
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		703,272.69
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 19	$ 878,507.03	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,814,204.57	
c. LESSER OF ITEM 22a OR ITEM 22b		878,507.03
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		116,849.50

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 21) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-7-69, OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (Not Countersign)
M. J. Leonard, Vice President-General Manager	6-10-71	M. J. Leonard
APPROVED	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD. FORM 1195 PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1339

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 33-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D.C.A.S.R. - Los Angeles 11099 So. La Cienega Blvd. Los Angeles, Calif. 90045	2. FROM: (Contractor's Name and Address Including ZIP Code) American MARC Division EON Corporation 8831 S. Aviation Blvd., Inglewood, CA90301 2a. SMALL BUSINESS PER ASPR 1-701 [X] YES [ ] NO

3a. TOTAL CONTRACT PRICE $3,563,003.21	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 23
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED ACCEPTED AND INVOICED $2,059,839.84		
c. TARGET COST (If incentive contract) $	5. INVOICE NUMBER AND DATE	6. DATE OF THIS REQUEST July 9, 1971
d. LIQUIDATION RATE 85 %		e. AMOUNT REQUESTED $127,634.06

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 6-30-71

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$1,668,292.42
b. DIRECT LABOR (Of prime contractor only)		144,976.01
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		391,435.23
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		2,204,703.66
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		352,752.59
g. TOTAL OF LINES 7e AND 7f.		2,557,456.25
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		2,173,837.81
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$2,173,837.81	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$3,028,552.73	
c. LESSER OF 11a OR 11b		2,173,837.81
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		2,046,203.75
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		127,634.06

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II	$1,368,230.15
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less item 14)	1,189,345.10
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT	1,010,944.18
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II	1,503,163.37
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST	None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less item 18)	059,839.84
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS	,688.85
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 13 less item 20)	,514.89
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS	
a. ITEM 16 PLUS ITEM 19	$1,010,944.18
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,750,863.86
c. LESSER OF ITEM 22a OR ITEM 22b	1,010,944.18
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)	127,634.06

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 22) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-?-69 , OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69 , BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard, Vice President - General Manager	7/9/71	M. J. Leonard
APPROVED:	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD FORM 1195

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1340

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0178

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D. C. A. S. R. - Los Angeles 11099 So. La Cienega Blvd. Los Angeles, California 90045	2. FROM: (Contractor's Name and Address Including ZIP Code) American MARC Division EON Corporation 8831 So. Aviation Blvd., Inglewood, CA 90301
	2a. SMALL BUSINESS PER ASPR 1-701 [X] YES [ ] NO

3a. TOTAL CONTRACT PRICE $ 3,563,003.21	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 24
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $ 1,987,806.75		
c. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE	7. DATE OF THIS REQUEST 8-6-71
d. LIQUIDATION RATE 85 %		e. AMOUNT REQUESTED $ 26,216.73

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 7-31-71

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 1,682,168.09
b. DIRECT LABOR (Of prime contractor only)		148,412.04
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		400,712.51
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		2,231,292.64
f. GENERAL AND ADMINISTRATIVE EXPENSE (Specify rate 16 %)		357,006.82
g. TOTAL OF LINES 7e AND 7f.		2,588,299.46
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		2,200,054.54
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 2,200,054.54	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$ 3,028,552.73	
c. LESSER OF 11a OR 11b		2,200,054.54
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED.		2,173,837.81
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		26,216.73

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ 1,500,187.10
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		1,088,112.36
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		924,895.51
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		1,575,196.46
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		1,987,806.75
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		1,338,916.99
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		834,920.82
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 18	$ 924,895.51	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,689,635.74	
c. LESSER OF ITEM 22a OR ITEM 22b		924,895.51
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		26,216.73

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 23) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69 , OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69 , BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (Firm Completing)
N. J. Leonard, Vice President - General Manager	8-9-71	
APPROVED:	DATE SIGNED	SIGNATURE (Admin. Contracting Office)

DD FORM 1195

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1341

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved - Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D. C. A. S. R. - Los Angeles 11099 So. LaCienega Blvd. Los Angeles, Calif. 90045	2. FROM: (Contractor's Name and Address including ZIP Code) American MARC Division ECY Corporation 8831 So.Aviation Blvd.,Inglewood,CA90301 2a. SMALL BUSINESS PER ASPR 1-701 [X] YES [ ] NO

3a. TOTAL CONTRACT PRICE $3,563,003.21	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 25
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $1,900,436.63		
c. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE	d. DATE OF THIS REQUEST 9-15-71
e. LIQUIDATION RATE 85%		e. AMOUNT REQUESTED $17,589.05

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 8-31-71

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$1,692,922.01
b. DIRECT LABOR (Of prime contractor only)		150,326.87
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		405,652.55
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		2,249,131.43
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		359,851.03
g. TOTAL OF LINES 7e AND 7f.		2,608,982.46
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		2,217,643.59
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
11. a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
b. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 2,217,643.59	
c. PERCENTAGE (85 %) APPLIED TO ITEM 11b LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$ 3,028,552.73	
d. LESSER OF 11a OR 11b		2,217,643.59
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		2,200,054.54
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		17,589.05

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II	$1,583,396.70
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)	1,025,595.76
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT	871,756.40
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II	1,662,566.58
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST	None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)	1,900,436.63
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS	1,413,181.59
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 13 less Item 20)	785,872.95
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS	
a. ITEM 16 PLUS ITEM 18 — $ 871,756.40	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT — 1,615,371.14	
c. LESSER OF ITEM 22a OR ITEM 22b	871,756.40
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)	17,589.05

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 24) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69, OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard, Vice President General Manager	9-15-71	
APPROVED:	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD FORM 1195

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE

A 1342

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D. C. A. S. R. - Los Angeles 11099 So. La Cienega Blvd. Los Angeles, Calif. 90045	2. FROM: (Contractor's Name and Address Including ZIP Code) American MARC Division LOH Corporation 8631 So.Aviation. Bl., Inglewood,CA90301
	2a. SMALL BUSINESS PER ASPR 1-701 ☒ YES ☐ NO

3a. TOTAL CONTRACT PRICE $ 3,563,639.38	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 26
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $ 1,844,371.13		
c. TARGET COST (If incentive contract) $	5. INVOICE NUMBER AND DATE	6. DATE OF THIS REQUEST 12-7-71
d. LIQUIDATION RATE 85 %		e. AMOUNT REQUESTED $ 53,244.00

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 11-30-71

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$1,746,922.01
b. DIRECT LABOR (Of prime contractor only)		150,326.87
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		405,882.55
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		2,303,131.43
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		368,501.03
g. TOTAL OF LINES 7e AND 7f.		2,671,632.46
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		2,270,887.59
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 2,270,887.59	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$ 3,029,093.47	
c. LESSER OF 11a OR 11b		2,270,887.59
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		2,217,643.59
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		53,244.00

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II	$1,637,398.33
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)	1,034,234.13
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT	879,099.01
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II	1,719,250.25
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST	None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)	1,844,371.13
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS	1,461,378.01
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)	756,265.58
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS	
a. ITEM 16 PLUS ITEM 18 — $879,099.01	
b. PERCENTAGE (65 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT — 1,567,715.46	
c. LESSER OF ITEM 22a OR ITEM 22b	879,099.01
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)	53,244.00

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 25) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-[illegible], OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-[illegible] BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING M. J. Leonard, Vice President-General Manager	DATE SIGNED 12-7-71	SIGNATURE (Any Corrections) M. J. Leonard
APPROVED:	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

A 1343

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT — Budget Bureau No. 22-R070

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code)	2. FROM: (Contractor's Name and Address Including ZIP Code)
D. C. A. S. R., Los Angeles 11099 So. LaCienega Blvd. Los Angeles, Calif. 90045	American MMC Div. SCM Corporation 8631 So. Aviation Bl., Inglewood, CA 90301
	2a. SMALL BUSINESS (See ASPR 1-701) [X] YES [ ] NO

3a. TOTAL CONTRACT PRICE	4. CONTRACT NUMBER	5a. PROGRESS PAYMENT REQUEST NUMBER
$ 3,563,639.38	DA[illegible]01-69-C-A359	27
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED	**5. INVOICE NUMBER AND DATE**	**6. DATE OF THIS REQUEST**
$ 1,670,174.63		1-6-72
c. TARGET COST (If incentive contract)		**c. AMOUNT REQUESTED**
$ -		$ 159,732.00
d. LIQUIDATION RATE		
85 %		

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 12-31-71

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$1,968,922.01
b. DIRECT LABOR (Of prime contractor only)		150,326.87
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		405,882.55
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		2,465,131.43
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		394,421.03
g. TOTAL OF LINES 7e AND 7f.		2,859,552.46
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		2,430,619.59
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$ 2,430,619.59	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$ 3,029,093.47	
c. LESSER OF 11a OR 11b.		2,430,619.59
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		2,270,887.59
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		159,732.00

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$1,797,585.48
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		1,061,966.98
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		902,671.93
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		1,887,464.75
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 2b less Item 18)		1,676,174.63
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		1,604,345.04
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		666,542.55
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 10	$ 902,671.93	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,424,748.44	
c. LESSER OF ITEM 22a OR ITEM 22b		902,671.93
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		159,732.00

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 26) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-3-69, OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 3-31-69, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard, Vice President-General Manager	1-7-72	[signature]
APPROVED	**DATE SIGNED**	**SIGNATURE (Admin. Contracting Officer)**
		/

DD FORM 1195 — PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1344

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D.C.A.S.R., Los Angeles 11099 So. LaCienega Blvd. Los Angeles, Calif. 90045	2. FROM: (Contractor's Name and Address including ZIP Code) American Mare Div. EGH Corporation 8831 So. Aviation Blvd., Inglewood, CA90301 2a. SMALL BUSINESS PER ASPR 1-701 (X) YES ☐ NO

3a. TOTAL CONTRACT PRICE $ 3,563,639.38	4. CONTRACT NUMBER DAWK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 28
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED, AND INVOICED $ 1,507,978.13		
c. TARGET COST (If incentive contract) $	5. INVOICE NUMBER AND DATE	6. DATE OF THIS REQUEST 2-7-72
d. LIQUIDATION RATE 85 %		e. AMOUNT REQUESTED $159,732.00

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 1-31-72

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$2,070,922.01
b. DIRECT LABOR (Of prime contractor only)		150,326.87
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		405,882.55
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		2,627,131.43
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		420,341.03
g. TOTAL OF LINES 7e AND 7f.		3,047,472.46
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		2,590,351.59
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$2,590,351.59	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$3,029,093.47	
c. LESSER OF 11a OR 11b		2,590,351.59
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		2,430,619.59
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		159,732.00

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g, APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$1,957,772.61
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		1,089,699.85
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		926,244.87
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		2,055,651.25
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		1,507,978.13
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		1,747,312.06
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 13 less Item 20)		683,307.53
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 18	$ 926,244.87	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	1,281,781.41	
c. LESSER OF ITEM 22a OR ITEM 22b		926,244.87
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		159,732.00

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 27) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-31-71, OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-6-72, BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
M. J. Leonard, Vice President-General Manager	2-7-72	M. J. Leonard

APPROVED	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1345

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D.C.A.S.R., Los Angeles 11099 So. La Cienega Blvd. Los Angeles, California 90045	2. FROM: (Contractor's Name and Address Including ZIP Code) American Marc Div., EON Corporation 8831 So. Aviation Blvd., Inglewood, CA90301
	2a. SMALL BUSINESS PER ASPR 1-701 ☒ YES ☐ NO

3a. TOTAL CONTRACT PRICE $3,584,159.84	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 29
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $1,452,997.05		
c. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE	b. DATE OF THIS REQUEST 3-9-72
d. LIQUIDATION RATE 85 %		c. AMOUNT REQUESTED $212,976.00

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 2-29-72

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$2,286,922.01
b. DIRECT LABOR (Of prime contractor only)		150,326.87
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		405,882.55
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		2,843,131.43
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 10 %)		454,901.03
g. TOTAL OF LINES 7e AND 7f		3,298,032.46
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		2,803,327.59
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$2,803,327.59	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$3,046,535.86	
c. LESSER OF 11a OR 11b		2,803,327.59
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		2,590,351.59
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		212,976.00

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$2,029,678.85
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		1,268,353.61
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		1,044,100.57
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		2,131,162.79
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		1,452,997.05
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		1,811,488.37
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		778,863.22
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 15 PLUS ITEM 19	$1,044,100.57	
b. PERCENTAGE (85 %) APPLIED TO ITEM 15 AND DOLLAR AMOUNT	1,235,047.49	
c. LESSER OF ITEM 22a OR ITEM 22b		1,044,100.57
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		212,976.00

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 28) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 8-31-71 , OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-6-72 , BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
Nicholas Anton, President	3/13/72	Nicholas Anton
APPROVED	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD FORM 1 JUL 68 1195

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1346

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved Budget Bureau No. 22-R0178

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D.C.A.S.R., Los Angeles 11099 So. LaCienega Blvd. Los Angeles, Calif. 90045	2. FROM: (Contractor's Name and Address including ZIP Code) American Marc Division EOM Corporation 8831 So. Aviation Blvd., Inglewood, California 90301 2a. SMALL BUSINESS PER ASPR 1-701 ☒ YES ☐ NO

3a. TOTAL CONTRACT PRICE $ 3,644,414.70	4. CONTRACT NUMBER DAAK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 30
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $ 1,129,079.45		
c. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE	b. DATE OF THIS REQUEST 4-6-72
d. LIQUIDATION RATE 85 %		c. AMOUNT REQUESTED $ 212,976.00

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 3-31-72

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$ 2,502,922.01
b. DIRECT LABOR (Of prime contractor only)		150,326.87
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		405,882.55
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		3,059,131.43
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		489,461.03
g. TOTAL OF LINES 7e AND 7f		3,548,592.46
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		3,016,303.59
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$3,016,303.59	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$3,097,752.50	
c. LESSER OF 11a OR 11b		3,016,303.59
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		2,803,327.59
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		212,976.00

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g, APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$ 2,395,557.38
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		1,153,035.08
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		980,079.82
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		2,515,335.25
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 18)		1,129,079.45
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		2,138,034.90
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 12 less Item 20)		665,292.63
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 19	$ 980,079.82	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	959,717.53	
c. LESSER OF ITEM 22a OR ITEM 22b		959,717.53
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		212,976.00

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 29) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 8-31-71 , OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-6-72 , BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
APPROVED:	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD FORM 1195 JUL 68

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1347

Plaintiff's Exhibit 13

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT — Budget Bureau No. 22-R070

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE SIDE

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code) D.C.A.S.R., Los Angeles 11099 So. LaCienega Blvd. Los Angeles, Calif. 90045	2. FROM: (Contractor's Name and Address Including ZIP Code) American Mare Division EON Corporation 8831 So.Aviation Blvd., Inglewood Ca. 90301
	2a. SMALL BUSINESS PER ASPR 1-701 (X) YES ( ) NO

3a. TOTAL CONTRACT PRICE $3,644,414.70	4. CONTRACT NUMBER AK01-69-C-A359	5a. PROGRESS PAYMENT REQUEST NUMBER 31
b. CONTRACT PRICE OF ITEMS TO BE DELIVERED, ACCEPTED AND INVOICED $ 862,640.45		
c. TARGET COST (If incentive contract) $	6. INVOICE NUMBER AND DATE	d. DATE OF THIS REQUEST 5-1-72
e. LIQUIDATION RATE 85 %		f. AMOUNT REQUESTED $ 81,448.90

SECTION II - STATEMENT OF TOTAL COSTS INCURRED UNDER THIS CONTRACT FROM 5-9-69 TO 4-30-72

7. COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		
a. DIRECT MATERIAL		$2,718,722.01
b. DIRECT LABOR (Of plant contractor only)		150,326.87
c. MANUFACTURING AND PRODUCTION EXPENSE (Specify rate 270 %)		405,882.55
d. TOTAL OTHER DIRECT COSTS (Specify in attached statement)		None
e. SUBTOTAL OF LINES 7a THROUGH 7d, AS APPLICABLE		3,275,131.43
f. GENERAL AND ADMINISTRATIVE EXPENSES (Specify rate 16 %)		524,021.03
g. TOTAL OF LINES 7e AND 7f		3,799,152.46
8. PERCENTAGE (85 %) APPLIED TO ITEM 7g FOR PROGRESS PAYMENT AND DOLLAR AMOUNT		3,229,279.59
9. a. PROGRESS PAYMENTS MADE TO SUBCONTRACTORS		None
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS		None
c. TOTAL UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (9a less 9b)		None
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT		None
10. SUBCONTRACT PROGRESS PAYMENTS AND BILLINGS (Items 9c plus 9d)		None
a. LINE 10 AMOUNT FOR SMALL BUSINESS	$ None	
11. a. TOTAL DOLLAR AMOUNT (Items 8 plus 10)	$3,229,279.59	
b. PERCENTAGE (85 %) APPLIED TO ITEM 3a LIMITING AGGREGATE PROGRESS PAYMENT AND DOLLAR AMOUNT	$ 3,097,752.50	
c. LESSER OF 11a OR 11b		3,097,752.50
12. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		3,016,303.59
13. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 11c less 12)		81,448.91

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

14. COSTS INCLUDED IN ITEM 7g APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE SECOND DATE IN HEADING OF SECTION II		$2,649,308.80
15. COSTS ELIGIBLE FOR PROGRESS PAYMENTS APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 7g less Item 14)		1,149,843.66
16. PERCENTAGE (85 %) APPLIED TO ITEM 15 LIMITING PROGRESS PAYMENTS AND DOLLAR AMOUNT		977,367.11
17. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO THE SECOND DATE IN HEADING OF SECTION II		2,781,774.25
18. AMOUNT OF ADVANCE PAYMENTS OUTSTANDING, IF ANY, INCLUDING ACCRUED INTEREST		None
19. NET BALANCE OF CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 3b less Item 14)		862,640.45
20. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENTS		2,364,508.11
21. UNLIQUIDATED PROGRESS PAYMENTS (Item 13 less Item 20)		651,795.48
22. MAXIMUM PERMISSIBLE UNLIQUIDATED PROGRESS PAYMENTS		
a. ITEM 16 PLUS ITEM 18	$ 977,367.11	
b. PERCENTAGE (85 %) APPLIED TO ITEM 19 AND DOLLAR AMOUNT	733,244.38	
c. LESSER OF ITEM 22a OR ITEM 22b		733,244.38
23. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Item 22c less Item 21, or Item 13, whichever is the smaller)		81,448.90

SECTION IV - CERTIFICATION

I CERTIFY THAT THE ABOVE STATEMENT (With attachments) HAS BEEN PREPARED FROM THE BOOKS AND RECORDS OF THE ABOVE NAMED CONTRACTOR IN ACCORDANCE WITH THE CONTRACT AND THE INSTRUCTIONS HEREON, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS CORRECT, THAT ALL THE COSTS OF CONTRACT PERFORMANCE (Except as herewith reported in writing) HAVE BEEN PAID OR WILL BE PAID CURRENTLY, BY THE CONTRACTOR, WHEN DUE, IN THE ORDINARY COURSE OF BUSINESS, THAT THE WORK REFLECTED ABOVE HAS BEEN PERFORMED, THAT THE QUANTITIES AND AMOUNTS INVOLVED ARE CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT, THAT THERE ARE NO ENCUMBRANCES (Except as reported in writing herewith, or on previous progress payment request No. 30) AGAINST THE PROPERTY ACQUIRED OR PRODUCED FOR AND ALLOCATED OR PROPERLY CHARGEABLE TO THE CONTRACT WHICH WOULD AFFECT OR IMPAIR THE GOVERNMENT'S TITLE, THAT THERE HAS BEEN NO MATERIALLY ADVERSE CHANGE IN THE FINANCIAL CONDITION OF THE CONTRACTOR SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 6-31-71 , OR IN THE STATUS OF CONTRACT PERFORMANCE SINCE THE SUBMISSION OF THE MOST RECENT WRITTEN INFORMATION DATED 1-6-72 , BY THE CONTRACTOR TO THE GOVERNMENT IN CONNECTION WITH THE CONTRACT, AND THAT AFTER THE MAKING OF THE REQUESTED PROGRESS PAYMENT THE UNLIQUIDATED PROGRESS PAYMENTS WILL NOT EXCEED THE MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS PERMITTED BY THE CONTRACT.

TYPED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED	SIGNATURE (For Contractor)
APPROVED:	DATE SIGNED	SIGNATURE (Admin. Contracting Officer)

DD FORM 1195

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

A 1348

Plaintiff's Exhibit 19

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT

Form Approved OMB No. 22-R0170

TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS ON REVERSE

PLFT'S EX. 35-(1-11)
11/30/72 P.C.

SECTION I - IDENTIFICATION INFORMATION

1. TO: (Include ZIP Code)
ACO: Capt. Patrick J. Reynolds, USAF
11099 So. La Cienega Blvd.
Los Angeles, California 90045
PAYING OFFICE
DCASR Los Angeles
11099 So. La Cienega Blvd.
Los Angeles, California 90045

2. FROM: (Contractor's Name, Address, ZIP Code)
American Rare Division
EOE Corporation
8831-So. Aviation Blvd.
Inglewood, California 90301

3. SMALL BUSINESS PER ASPR 1-703 [X] YES [ ] NO

4. CONTRACT NO. DAK10 69 C A359

5. CONTRACT PRICE $

6. RATES
a. PROG. PAYTS 85 %
b. LIQUIDATION 85 %

7. DATE OF INITIAL AWARD
YR 1969 MO May

8.
a. PROGRESS PAYMENT REQUEST NO. 31
b. DATE OF THIS REQUEST 5-18-72

SECTION II - STATEMENT OF COSTS UNDER THIS CONTRACT THROUGH 4-30-72 (Date)

9. PAID COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		$ 3,367,152.46
10. INCURRED COSTS ELIGIBLE UNDER PROGRESS PAYMENT CLAUSE		432,000.00
11. TOTAL COSTS ELIGIBLE FOR PROGRESS PAYMENTS (Item 9 plus 10)		
12. a. TOTAL COSTS INCURRED TO DATE	$ 3,799,152.46	
b. ESTIMATED ADDITIONAL COST TO COMPLETE	540,000.00	
13. ITEM 11 MULTIPLIED BY ITEM 6a		3,229,279.59
14. a. PROGRESS PAYMENTS PAID TO SUBCONTRACTORS	None	
b. LIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS	None	
c. UNLIQUIDATED PROGRESS PAYMENTS TO SUBCONTRACTORS (Item 14a less 14b)	None	
d. SUBCONTRACT PROGRESS BILLINGS APPROVED FOR CURRENT PAYMENT	None	
e. ELIGIBLE SUBCONTRACTOR PROGRESS PAYMENTS (Item 14c plus 14d)		None
15. TOTAL DOLLAR AMOUNT (Item 13 plus 14e)		3,229,279.59
16. ITEM 5 MULTIPLIED BY ITEM 6b	3,097,752.50	
17. LESSER OF ITEM 15 OR ITEM 16		3,097,752.50
18. TOTAL AMOUNT OF PREVIOUS PROGRESS PAYMENTS REQUESTED		3,016,303.59
19. MAXIMUM BALANCE ELIGIBLE FOR PROGRESS PAYMENTS (Item 17 less 18)		81,448.91

SECTION III - COMPUTATION OF LIMITS FOR OUTSTANDING PROGRESS PAYMENTS

20. COMPUTATION OF PROGRESS PAYMENT CLAUSE a(3)(i) LIMITATION:		
a. COSTS INCLUDED IN ITEM 11, APPLICABLE TO ITEMS DELIVERED, INVOICED, AND ACCEPTED TO THE DATE IN HEADING OF SECTION II.	$ 2,649,308.80	
b. COSTS ELIGIBLE FOR PROGRESS PAYMENTS, APPLICABLE TO UNDELIVERED ITEMS AND TO DELIVERED ITEMS NOT INVOICED AND ACCEPTED (Item 11 less 20a)	1,149,843.66	
c. ITEM 20b MULTIPLIED BY ITEM 6a		$ 977,367.11
d. UNLIQUIDATED PROGRESS PAYMENT TO SUBCONTRACTORS (Item 14c)		None
e. LIMITATION a(3)(i) (Item 20c plus 20d)		977,367.11
21. COMPUTATION OF PROGRESS PAYMENT CLAUSE a(3)(ii) LIMITATION:		
a. CONTRACT PRICE OF ITEMS DELIVERED, ACCEPTED AND INVOICED TO DATE IN HEADING OF SECTION II.	2,781,774.25	
b. CONTRACT PRICE OF ITEMS NOT DELIVERED, ACCEPTED AND INVOICED (Item 5 less 21a)	862,640.45	
c. ITEM 21b MULTIPLIED BY ITEM 6b		733,244.38
d. UNLIQUIDATED ADVANCE PAYMENTS PLUS ACCRUED INTEREST		None
e. LIMITATION a(3)(ii) (Item 21c less 21d)		733,244.38
22. MAXIMUM UNLIQUIDATED PROGRESS PAYMENTS (Lesser of Item 20e or 21e)		733,244.38
23. TOTAL AMOUNT APPLIED AND TO BE APPLIED TO REDUCE PROGRESS PAYMENT	2,364,508.11	
24. UNLIQUIDATED PROGRESS PAYMENTS (Item 18 less 23)		651,795.48
25. MAXIMUM PERMISSIBLE PROGRESS PAYMENTS (Item 22 less 24)		81,448.90
26. AMOUNT OF CURRENT INVOICE FOR PROGRESS PAYMENT (Lesser of Item 25 or 19)		81,448.90
27. AMOUNT APPROVED BY ACO		

CERTIFICATION

I certify that the above statement (with attachments) has been prepared from the books and records of the above-named contractor in accordance with the contract and the instructions hereon, and to the best of my knowledge and belief, that it is correct, that all the costs of contract performance (except as herewith reported in writing) have been paid to the extent shown herein, or amounts not shown as paid have been paid or will be paid currently, by the contractor, when due, in the ordinary course of business; that the work reflected above has been performed, that the quantities and amounts involved are consistent with the requirements of the contract. That there are no encumbrances (except as reported in writing herewith, or on previous progress payment request No. 30) against the property acquired or produced for and allocated or properly chargeable to the contract which would affect or impair the Government's title, that there has been no materially adverse change in the financial condition of the contractor since the submission of the most recent written information dated 1-6-72, by the contractor to the Government in connection with the contract, that to the extent of any contract provision limiting progress payments pending first article approval, such provision has been complied with, and that after the making of the requested progress payment the unliquidated progress payments will not exceed the maximum unliquidated progress payments permitted by the contract.

NAME AND TITLE OF CONTRACTOR REPRESENTATIVE SIGNING THIS FORM	SIGNATURE
NAME AND TITLE OF ADMIN CONT OFFICER	SIGNATURE

DD FORM 1 APR 72 1195 PREVIOUS EDITIONS ARE OBSOLETE. ALSO REPLACES DD FORM 1674 WHICH IS OBSOLETE.

A 1349
PLAINTIFF'S EXHIBIT 20

P.X.'s Deposition Ex 2 for ID
2/27/73
CR

Feldshuh & Frank
Counselors at Law

1144 East 44th Street
New York 10017

SIDNEY FELDSHUH
MARTIN M. FRANK
RICHARD WEINBERGER
MICHAEL S. MEYER
ROBERT BARTELS
SYLVIA F. GOTTLIEB

MURRAY HILL 7-5930
CABLE "FELDLEGIS"

HAND DELIVERY

February 16, 1973

Neil Mitchell, Esq.
Breed, Abbott & Morgan
1 Chase Manhattan Plaza
New York, N. Y. 10005

Re: Teledyne v. Eon, et al.

Dear Neil:

Enclosed, as scheduled below, please find copies of portions of the Minutes of the Directors' meetings of Eon Corporation, commencing May 1971 through 1972, as they appear in the Corporate Minute Books.

As per our agreement, I reviewed the corporate minutes during the inclusive dates and culled out those portions of the minutes which make reference solely to the subject of the pending litigation or any other reference to the American Marc Division (I have omitted copies of any annual reports which may be made part of the corporate minutes on the assumption that your office has already had access to these annual reports and any reference therein to the American Marc Division).

They are as follows:

1. May 11, 1971 letter from Nicholas Anton to James Leonard.

2. Portion of Minutes of a Special Meeting of the Board of Directors held on August 17, 1971.

3. There appears in the Minutes the 1971 Annual Report for the period ending February 28, 1971. A copy is presumably had in your possession, and the references to American Marc therein are made part of the corporate minutes.

4. Portion of the Minutes of a Board of Directors Meeting held on October 19, 1971.

A 1350
Plaintiff's Exhibit 20

5. Corporate Borrowing Resolution pertaining to American Marc Division and Bankers Trust Company, dated November 22, 1971.

6. There is inserted in the Minutes, a copy of a Certificate of Amendment of Restated Certificate of Incorporation of Eon Corporation, dated November 1, 1971. Certificates of Incorporation and Amendments thereto should be on file in Kings County.

7. Corporate Resolution Deposit Account, pertaining to American Marc Division and Bankers Trust Company, dated November 22, 1971.

8. Corporate Resolution Deposit Account, as amended, pertaining to American Marc Division and Bankers Trust Company, dated November 22, 1971.

9. Deposit Agreement, and specimen signature card, pertaining to American Marc Division and Bankers Trust Company, dated December 21, 1971.

10. Portion of the Minutes of a Special Meeting of the Board of Directors held on January 21, 1972.

11. Letter of January 26, 1972 from Nicholas Anton to James Leonard.

12. Letter of January 24, 1972 from M. J. Leonard to Mr. Odif Podell.

13. August 21, 1972 Notice of Meeting of the Board of Directors to be held on August 24, 1972.

14. Portion of Minutes of a Special Meeting of the Board of Directors held on October 25, 1972.

As I agreed with you, I am setting forth a portion of the Minutes of an April 27, 1971 meeting of the Board of Directors with the clear understanding that our agreement to produce portions of the corporate minutes commencing with May 1971 is not waived. However, since a reference is contained in the April 1971 minutes (the only reference that I have seen to the subject of subcontracting the Government contract), we are setting forth the portion referable to the subject as follows:

A 1351
Plaintiff's Exhibit 20

Feldshuh & Frank

"One of the suggestions made was to see whether the subcontractor could be located who would be acceptable to the United States Government, and who would take over and complete the remaining portion of the 1.5KW contract which the American Marc Division has with the Government. It was determined that negotiations towards that end would be carried on by James P. Leonard, operating head of the American Marc Division, and he would report back to the Board as soon as definite progress had been made towards a subcontractor."

Would you kindly acknowledge the receipt of this letter and its contents by affixing your signature in the indicated space below, and dating same.

Very truly yours,

Richard Weinberger

Enclosures
RW:bak

BREED, ABBOTT & MORGAN

By_____

cc: Levy, Levy & Ruback, Esqs.

Adler & Stone, Esqs.

A 1352
PLAINTIFF'S EXHIBIT 22

PX 5[illegible]
11/21/72
[illegible]

AMERICAN MARC
DIVISION EON CORPORATION
8831 SOUTH AVIATION BLVD. INGLEWOOD CALIFORNIA 9[illegible]
AREA CODE 213 PHONE [illegible]
776-2700

June 21, 1972

Mr. Simon Srybnik
EON Corporation
175 Pearl Street
Brooklyn, New York 11201

Dear Simon:

SUBJECT: American Marc

During a recent meeting called in New York by Mr. Anton, President of EON Corporation the disposition of the remaining parts of American Marc were discussed. One of the major subjects covered the real estate at 8831 So. Aviation. During my visit the prospect which we have for purchase or lease of the property namely Victoria Luggage requested that the writer talk to a Mr. Geib who is in the process of acquiring Victoria Luggage and would like to expand it into our facilities.

It was my understanding that it would be most desirable from EON's Corporation standpoint to have the party lease the property on a long term lease rather than purchase it outright for the $450,000 net to the Corporation. The reason for this is that I understand the bank who holds the property as collateral against a loan might insist on the loan balance being paid at the time of the sale of this asset. By the Board's direction I therefore proceeded to call Mr. Geib in and discussed the property with him. He appears to have a genuine interest in the property. He sounds like a very sophisticated businessman. He was receptive to the long term lease idea since the two small companies that he will own under the new arrangement can use the working capital. Secondly, the companies are profitable and therefore the tax advantage of leasing would be desirable from their standpoint.

After my conversation on Wednesday, June 14, we had a meeting with Mr. Anton and he was given the responsibility by the Board of Directors to contact the bank immediately and see what type of a long term lease with an option to buy type contract we can work out for Geib Inc.

A 1353

Plaintiff's Exhibit 22

The second subject which was discussed at some length during my visit was the financial situation of EON in relation to the Teledyne Corporation. As you know, shortly after the first of the year when the Accounting Department at American Marc was removed from the payroll, the Board of Directors decided that all financial control be handled out of New York. We were advised at that time that all checks were to be deposited to the EON account which had replaced the American Marc account. We were also advised that all checks would be signed and mailed from New York. According to a memo from Mr. Waller the Board apparently approved the motion to transfer the account. Since at this point in time the writer does not have visibility into this part of the American Marc operation, therefore, the other day when Mr. Anton requested that we get an accounting as to how much the Government owed us and how much we owe Teledyne, the writer requested Miller & Co. to come in and review the situation and give us a report, a copy of which is attached to this memo.

In addition to the above information, I would like to point out to you since I am not sure that you know this for a fact: In April we received a check as a progress payment on our contract from the Government for approximately $212,000. This check was deposited into the EON Corporation account. In accordance with the procedure that Mrs. Anton set up with Miss Retana, an EON Corporation check which would cause these funds to be paid to Teledyne against our Purchase Order to them on this contract was made out and mailed to New York for signature and mailing to Teledyne. In late April we received another check from the Government for approximately $218,000 in payment from our progress payment request. The same deposit procedure and check procedure was followed and the check was sent to New York for signature by EON.

The writer took a short vacation to Europe beginning the last week in April and during this period apparently, EON-New York decided not to send these checks to Teledyne. From what I can gather during my absence, Mr. Anton directed that these checks be held. Prior to my return however, Mr. Anton directed apparently that one of the checks be mailed to Teledyne.

Upon my return on May 17, Teledyne called and requested that we bring the account up-to-date.

At this point, I pointed out to Mr. Homer Coleman, Vice President of Teledyne at Walterboro that the payments were being handled by New York and if he

A 1354

Plaintiff's Exhibit 22

would send me a breakdown of the current status of the account I would take it up with New York and get back to him. During our meeting in New York, I brought forth the June 8th letter from Teledyne with the accounting schedule attached. In accordance with instructions I received in a meeting with Mr. Podell, Mr. Anton and yourself, I called Teledyne and told them that the accountants in New York were bringing us up-to-date in a similar manner to their report and that this report should be available on the 21 or 22 of June. This is about all I can do at this end until someone comes up with the plan for what we are going to do on this Teledyne account.

As I pointed out to you the other day, Mr. Anton telephoned and suggested that EON was not interested in leasing, but wanted to sell the property. Since this is diametrically opposed to my understanding of the directions from the Board, I would appreciate it if you would clarify this for me.

Since both the TCM account and the account with First City National in regard to the property are very important to EON, I would request that in the future instructions as to what I should do or shouldn't do must be in writing. Obviously, I do not know all of the ramifications of either these accounts and therefore, cannot from this end attempt to decide what to say or do at this juncture.

We can all have verbal discussions in regard to these subjects, however, I want you to understand that until I receive instructions in writing, I do not intend to act.

I do intend to continue to cooperate with you as much as possible, but I cannot afford to be in the middle when instructions of this nature are so important.

Sincerely,

M. J. Leonard

MJL:ir

Enclosure

A 1355
PLAINTIFF'S EXHIBIT 23

PX 8 [illegible]
11/21/72
C7

AMERICAN MARC
DIVISION TON CORPORATION
8331 SOUTH AVIATION BLVD. INGLEWOOD, CALIFORNIA 90301
AREA CODE 213 PHONE XXXXXX
776-2700

March 15, 1972

NEWSLETTER

TO: Messrs. Simon Srybnik
O. Podell
N. Anton

A. Progress Payment - The January Request for $159,732.00 dated February 7, 1972 has been audited and we have received the check. The February Request for $212,976.00 was filled out in Los Angeles and sent to New York for signature on March 10, 1972.

B. Teledyne Continental Motors Shipments - Lot 9 and 10 which were part of the 600 units for February were held up due to several problems with the QAR. Meetings were held the week of March 4 to resolve the problem at Walterboro. The writer and the project engineer from Fort Belvoir finally got the QAR and Teledyne Continental Motors to agree. Test on 9 - 10 - 11 were rerun and the lots were finally shipped. 9 and 10 for February and 11 as the first lot of 150 against the March schedule of 600 units. Lot 12 was shipped March 15, Lot 13 will be shipped March 20, 1972 making 600 for March.

C. Report on Failure - During the rerun of lot 10 sample units, one of the units had a failure in the EMI transducer. The writer convinced St. Louis it was a random failure and they released the lot, but we must report the cause of the failure and what action is being taken to prevent future failures. This report is due March 22, 1972. A letter requesting a report and a call to Ray Wood has been made.

D. American Marc Parts Inventory - The consignment agreement was delivered and discussed with Mr. Coleman, Vice President, General Manager of Teledyne Walterboro. Mr. Coleman said it looked O.K. to him except for on Page 5 the second paragraph appeared to be redundant and so we agreed to scratch it out and we both initialed the change. He wants Teledyne Continental Motors counsel to go over it before he signs it.

The Exhibits are being typed and should be furnished next week. Mr. Coleman will be contacted on 3-17-72 on his return to Walterboro on this matter.

A 1356
Plaintiff's Exhibit 23

E. Shutdown of American Marc - Mr. Walck has finished closing February books and Miller & Co. came in March 13 to start their audit and closing for the year. The accounting files and the product line vellums will be sent to New York as soon as the audit is complete. The balance of the accounting records will be sent to Miller & Co. to be available for Local DCASR audit.

We have had a call and contacted Mr. Bart of Victoria Luggage across the street from American Marc in regard to the building. We are going to get a quote from First City and other Mortgage Loan companies to give him an idea of what the payment per month would run.

F. Acquisitions - A firm in Santa Barbara with a revolutionary packaging process and machine was offered to the Board as a possible product for Par Metal. The project was set aside until the testing of the prototype now being manufactured is complete.

Several Medical Instrumentation products were brought to our attention through DMI and sent to New York for evaluation.

M.J. Leonard

MJL:ir

A 1357
PLAINTIFF'S EXHIBIT 24

PX 9 [illegible]
11/21/72
(C)

AMERICAN MARC
DIVISION EON CORPORATION
8831 SOUTH AVIATION BLVD., INGLEWOOD, CALIFORNIA 90301
AREA CODE 213 PHONE 6XXXXX
776-2700

April 3, 1972

NEWSLETTER

TO: Messrs. Simon Srybnik
Odif Podell
Nicholas Anton

SHUTDOWN - The final draft of the consignment agreement has been reviewed with TCM and EON - N.Y. and will hopefully be signed the week of April 8. The Sentry Dogs have been cancelled as of March 31 and shipment of the inventory will commence the week of April 15.

ACCOUNTING - Walck has turned all the information over to Miller and they are supposed to be working with Todres on the year end. A fourth quarter pro-forma was sent to Anton before year end adjustments. All outstanding P.O. except Teledyne have been paid up and the American Marc bank account at Bank of America closed. The transfer of $25,916.99 on February 29 and $1,000.00 on March 29 leave no funds except those in the EON account for New York signature. As you know, this is net to EON as my consulting fee and expenses have been paid in advance.

BUILDING - Several brokers have come by the property in regard to the flier we sent out in the past weeks. None have brought potential buyers with them. Mr. Bart of Victoria Luggage has been asked for a financial statement to be used in assisting him in getting a loan of $450,000.00 or in use on a take over plan. He also is looking into getting a tenant to lease the office building as he does not need all of it.

CONTRACT 1.5 K.W. - 2100 of the 4351 units on the second half of the contract have been delivered as of March 23, 1972. Production at Walterboro is back on the recovery schedule set up during my recent visit. The failure report from EMI was submitted to St. Louis and I got verbal approval on March 29, 1972. Also a production delivery stoppage on March 28 because of .75% test meters versus .5% test meters appears to have been cleared. Therefore, Lot 15 and 16 can now be shipped. On March 21, 1972 the writer successfully negotiated an increase of $60,340.86 to the contract of the second years procurement. This is the 4% escalation clause effect. Copy attached.

A 1358
Plaintiff's Exhibit 24

ACQUISITIONS - A fiber-optics company was investigated in Oxnard, California. They represented they were in medical instrumentation however, they do 63% of their business in decorative lamps and fibers for like products and the balance are fibers sold to OEM. The medical lights are under development. They are losing money after a little study of their financial information given us.

M. J. Leonard

MJL:ir

Enclosure

A 1359

Plaintiff's Exhibit 24

Mr. Ulmer A/C 314 263-3077

STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.101

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 2

1. AMENDMENT/MODIFICATION NO.	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable)
P00035			

5. ISSUED BY	CODE	6. ADMINISTERED BY (If other than Item 5)	CODE
U.S. Army Mobility Equipment Command Dir/Procurement & Production 4300 Goodfellow Boulevard St. Louis, Missouri 63120	459300	Defense Contract Administration Services Region Los Angeles 11099 South LaCienega Blvd. Los Angeles, California 90045	S0524A

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code)	CODE	FACILITY CODE
American MARC Div. EON Corporation 8831 South Aviation Boulevard Inglewood, California 90301	033021	

8.
- ☐ AMENDMENT OF SOLICITATION NO. ____ DATED ____ (See Item 9)
- ☒ MODIFICATION OF CONTRACT/ORDER NO. DAAK01-69-C-[illegible]
- DATED 69JUN20 (See Item 11)

9. THIS ITEM APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 12. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) by signing and returning ____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule Increase $60,304.86 FINAL

11. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) ☐ This Change Order is issued pursuant to ____. The Changes set forth in Item 12 are made to the above numbered contract/order.

(b) ☐ The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in Item 12.

(c) ☒ This Supplemental Agreement is entered into pursuant to authority of ____. It modifies the above numbered contract as set forth in Item 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION FSN 6115-883-1446

1. In accordance with Clause 41 of the contract (Price Escalation), the contract is amended as shown below:

2. The contract delivery schedule is not effected by this change.

3. As a result of the foregoing the unit prices are increased by $13.86 as follows:

FROM:				TO:			
CLIN	QTY	UNIT PRICE	AMOUNT	CLIN	QTY	UNIT PRICE	AMOUNT
0014	4351	$378.23	$1,645,678.73	0014	4351	$392.09	$1,705,983.59

4. As a result of this modification P00035, the contract amount is increased by $60,304.86 from $3,584,109.84 to $3,644,414.70.

5. This Supplemental Agreement to the contract constitutes full, complete and final settlement of any and all claims which the contractor may now have or which may arise in the future as a result of this Modification P00035.

Except as provided herein, all terms and conditions of the document referenced in Item 8, as heretofore changed, remain unchanged and in full force and effect.

13. ☐ CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT ☐ CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR	17. UNITED STATES OF AMERICA
BY ____ (Signature of person authorized to sign)	BY ____ (Signature of Contracting Officer)
15. NAME AND TITLE OF SIGNER (Type or print)	16. DATE SIGNED
M. J. Leonard	March 21, 72
18. NAME OF CONTRACTING OFFICER (Type or print)	19. DATE SIGNED

U.S. GOVERNMENT PRINTING OFFICE: 1967

A 1360

Plaintiff's Exhibit 24

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101	CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED Modification P00035 DAAK01-69-C-A359	PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR: American MARC Div. ECH Corp.

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	G. FOR GOVERNMENT USE ONLY FOB Site Code S Acceptance Code E Discount Net 30 days FSN 6115-839-1446 Level Pack A/A Unit Price $392.09 CLIN 0014				
	ACCOUNTING AND APPROPRIATION DATA				
CLIN	PRON				
0014AA	4-0-AA424-07-EG-EV A58202-1140-6003	1252	ea	$17,352.72	$490,8[illegible]
0014AB	4-0-AA424-07-EG-EV A58202-1140-6004	2504	ea	$34,704.44	$971,7[illegible]
0014AC	4-0-AA424-07-EG-EV A58202-1140-6005	595	ea	8,246.70	$233,2[illegible]
	Supplies: 21X2030 06B-4400 P4710-310 S23195 Trans: 21X2030 06B-8070 P4780-220 S23195			Amount of increase in K price	Total K price as revised



A 1361
PLAINTIFF'S EXHIBIT 25

PX 116 11/2.172 GD

AMERICAN MARC
DIVISION EON CORPORATION
8831 SOUTH AVIATION BLVD., INGLEWOOD CALIFORNIA 90301
AREA CODE 213 PHONE XXXXX
776-2700

May 19, 1972

NEWSLETTER

To: Messrs. Simon Srybnik
Odif Podell
Nicholas Anton ✓

Consignment Agreement with Teledyne -- The inventory of parts has been shipped and received at Teledyne.

It took, believe it or not, four trucks instead of their original estimate of two trucks.

The material was received in poor condition and I have asked Teledyne to give me a report and pictures.

The bill for shipment should not be paid until we get this settled.

Contract DAAK01-69-C-A359 - 1.5 KW -- The progress payment check of $218,658.59 for March has been received and deposited to the EON account.

The Property Management Department of DECASR has been given the inventory on GFE held by Walterboro on this contract.

The overhaul invoices from Teledyne have come in and we have invoiced the Government.

The April shipments were on schedule and the progress payment was sent to New York for signature for approximately $81,000 which is the last as we are at the maximum of our 85% progress payment billings.

Accounting -- Miller & Co. and Walck have finished the Audit of American Marc for fiscal 1971-72, through February 1972.

A 1362

Plaintiff's Exhibit 25

Building -- We are attempting to get a first rate Realtor to take a listing on the property at $450,000 net to EON. This would materially assist us in disposing of the property according to Mr. Anton. We need all the help we can get in this area.

Acquisitions - We have received a great response from our ads and will be following up on the letters received.

Jim Leonard

MJL:ir

A 1363

PLAINTIFF'S EXHIBIT 30

Deposits 7/22/70 - 7/27/70 186,520 92

101

BAL. BRO'T FOR'D

Aug 3 1970

TO United Calif Bank

FOR Rate of funds

DEPOSITS

TOTAL	186,520	92
AMOUNT THIS CHECK	10,500	00
BALANCE	176020	92

102

Aug 4 1970

TO United Calif. Bank

FOR Rate of funds

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	57200	00
BALANCE	118820	92

103

Aug 6 1970

TO United Calif. Bank

FOR Rate of Funds

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	27000	00
BALANCE	91820	92

NFI IS EX. 21 (A.V.)

11/20/72 A.P.

A 1364

Plaintiff's Exhibit 30

BAL. BROT FOR'D 91820

104

Aug 7 1920

TO United Calif.
Bank

FOR Rate of Funds

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	1000	00
BALANCE	90820	92

105

Aug 10 1920

TO United Calif.
Bank

FOR Rate of Funds

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	9000	00
BALANCE	81820	92

106

Aug 11 1920

TO United Calif
Bank

FOR Rate of Funds

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	19000	00
BALANCE	62820	92

A 1365

Plaintiff's Exhibit 30

107		BAL. BRO'T FOR'D	628	92
Aug 12	1970			
TO United Calif				
Bank				
FOR Rate of Funds		DEPOSITS		
	TOTAL			
	AMOUNT THIS CHECK		2800	00
	BALANCE		60,020	92
108				
Aug 13	1970			
TO United Calif.				
Bank				
FOR Rate of Funds		DEPOSITS		
	TOTAL			
	AMOUNT THIS CHECK		4500	00
	BALANCE		55,520	92
109.				
Aug 18	1970			
TO United Calif				
Bank				
FOR Rate of Funds		DEPOSITS		
	TOTAL			
	AMOUNT THIS CHECK		3000	00
	BALANCE		52,520	92

A 1366

Plaintiff's Exhibit 30

110

BAL. BROT FORD 52,520 92

Aug 18 1970

TO United Calif. Bank

FOR Wire to Bankers Trust - EOM - 5,000.00 Decimeter - 2000.00

DEPOSITS

TOTAL

AMOUNT THIS CHECK 7000 00

BALANCE 45,520 92

111

Aug 19 1970

TO United Calif Bank

FOR Tape of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 6500 00

BALANCE 390 20 92

Deposit 8/20/70 147,102 41

112

Aug. 31 1970

TO United Calif. Bank

FOR Deposit to Bankers Trust Co. a/c 41-559-476

DEPOSITS

TOTAL 186123 33

AMOUNT THIS CHECK [illegible] 0 00

BALANCE [illegible] 3 33

A 1367

Plaintiff's Exhibit 30

BAL. BRO'T FOR'D 146,12[illegible] 33

113

Aug 21 19 70

TO United Calif Bank

FOR Transfer of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 7,500 00

BALANCE 138623 33

Deposit 8/24/70 25,374 98

114

Aug 26 19 70

TO United Calif Bank

FOR Trans of Funds

DEPOSITS

TOTAL 160998 31

AMOUNT THIS CHECK 18000 00

BALANCE 142998 31

115

Aug 27 19 70

TO United Calif Bank

FOR Trans of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 2000 00

BALANCE 140,998 31

A 1368

Plaintiff's Exhibit 30

116	BAL. BRO'T FOR'D	140,998.	31
Aug. 28 1970			
TO United Calif Bank			
FOR Depo. of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		1000	00
BALANCE		139,998	31
117			
Sept. 1 1970			
TO United Calif. Bank			
FOR Depo of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		28,998	31
BALANCE		111,000	00
118			
Sept. 1 1970			
TO United Calif. Bank			
FOR Depo of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		8000	00
BALANCE		103000	00

A 1369

Plaintiff's Exhibit 30

BAL. BROT FOR'D 103000

119

Sept 2 19 70

TO United Calif Bank

FOR Sale of Funds

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	5000	00
BALANCE	98000	00

120

Sept. 3 1970

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	8000	00
BALANCE	90000	00

121

Sept 4 1970

TO United Calif Bank

FOR Sale of Funds

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	20000	00
BALANCE	70000	00

A 1370

Plaintiff's Exhibit 30

Ck. book charge 122

BAL. BRG'T FOR'D 70,000 00 / 24993 34

Sept 10, 1970

TO United Calif Bank

FOR Use of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 18000 00

BALANCE 51,993 34

123

Sept. 11 1970

TO United Calif Bank

FOR Use of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 5993 34

BALANCE 46,000 00

124

Sept. 15 1970

TO United Calif Bank

FOR Use of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 2000 00

BALANCE 44000 00

A 1371

Plaintiff's Exhibit 30

125

BAL. BRO'T FOR'D 41,000 00

Sept. 16 1970

TO United Calif Bank

FOR Use of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 3500 00

BALANCE 40500 00

126.

Sept. 17 1970

TO United Calif Bank

FOR Use of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 4500 00

BALANCE 36000 00

Deposit 9/15/70 119241 84

127

Sept. 25 1970

TO United Calif Bank

FOR Use of Funds

DEPOSITS

TOTAL 155241 84

AMOUNT THIS CHECK 15000 00

BALANCE 140241 84

A 1372

Plaintiff's Exhibit 30

128	BAL. BROT FOR'D	140,241	84
Sept. 28 1970			
TO United Calif. Bank			
FOR Sale of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		7000	00
BALANCE		133,241	84
129			
Sept. 29 1970			
TO United Calif. Bank			
FOR Sale of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		50000	00
BALANCE		83241	84
130			
Sept. 30 1970			
TO United Calif. Bank			
FOR Sale of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		3241	84
BALANCE		80000	00

A 1373

Plaintiff's Exhibit 30

131	BAL. BRO'T FOR'D	80,000	00
Oct. 1 19 70			
TO United Calif Bank			
FOR Defr of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	15000	00
	BALANCE	65,000	00
132			
Oct. 5 19 70			
TO United Calif. Bank			
FOR Defr of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	7000	00
	BALANCE	58000	00
133			
Oct. 9 19 70			
TO United Calif. Bank			
FOR Defr of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	17000	00
	BALANCE	41000	00

A 1374

Plaintiff's Exhibit 30

134	BAL. BROT FOR'D	41,000	00
Oct. 12 19 70			
TO United Calif Bank			
FOR Taxes of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	5000	00
	BALANCE	36,000	00
135			
Oct. 13 19 70			
TO United Calif Bank			
FOR Taxes of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	3000	00
	BALANCE	33,000	00
136			
Oct. 20 19 70			
TO United Calif Bank			
FOR Taxes of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	7000	00
	BALANCE	26000	00

A 1375

Plaintiff's Exhibit 30

BAL. BRO'T FOR'D		2604	00
137			
Oct. 21 1970			
TO United Calif Bank			
FOR Trans of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		2000	00
BALANCE		24000	00
138			
Oct 22 1970			
TO United Calif Bank			
FOR Transfer of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		4000	00
BALANCE		20000	00
10/23/70 Deposit		142346	78
		162346	78
139			
Oct 28 1970			
TO United Calif Bank			
FOR Trans of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		4000	00
BALANCE		158346	78

A 1376

Plaintiff's Exhibit 30

140	BAL. BRO'T FOR'D	158,346	78
Oct. 29 19 70			
TO United Calif. Bank			
FOR Refer of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		5000	00
BALANCE		153,346	78
141			
Nov. 2 19 70			
TO United Calif. Bank			
FOR Refer of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		3,346	78
BALANCE		150,000	00
142			
Nov. 3 19 70			
TO United Calif. Bank			
FOR Refer of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		12000	00
BALANCE		138,000	00

A 1377

Plaintiff's Exhibit 80

143	BAL. BROT FORD	135,000	00
Nov. 4 1970			
TO United Calif. Bank			
FOR Trsfr of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	20,000	00
	BALANCE	115,000	00
144			
Nov 5 1970			
TO United Calif Bank			
FOR Transfer of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	15000	00
	BALANCE	103000	00
145			
Nov. 6 1970			
TO United Calif. Bank			
FOR Trsfr of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	3000	00
	BALANCE	100,000	00

A 1378

Plaintiff's Exhibit 30

146

BAL. BROT FOR'D 100,000 00

Nov 9 1970

TO United Calif Bank

FOR Use of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 7000 00

BALANCE 93,000 00

147

Nov. 10 1970

TO United Calif. Bank

FOR Use of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 15,000 00

BALANCE 78,000 00

148

Nov. 11 1970

TO United Calif Bank

FOR Use of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 3000 00

BALANCE 75000 00

A 1379

Plaintiff's Exhibit 30

149

BAL. BROT FOR'D 75,00 00

Nov. 12 1970

TO Bank of America

FOR Wages & Commn, 22 Ltd.

DEPOSITS

TOTAL

AMOUNT THIS CHECK 30000 00

BALANCE 45,000 00

150

Nov. 13 1970

TO United Calif. Bank

FOR Acct of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 6000 00

BALANCE 39,000 00

151

Nov 16 1970

TO United Calif. Bank

FOR Acct of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 1000 00

BALANCE 38,000 00

A 1380

Plaintiff's Exhibit 30

152	BAL. BRO'T FOR'D	38,000	00
Nov. 17 1970			
TO United Calif. Bank			
FOR Note of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		2000	00
BALANCE		36000	00
153			
Nov 18 1970			
TO United Calif. Bank			
FOR Note of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		1000	00
BALANCE		35000	00
154			
Nov. 23 1970			
TO United Calif Bank			
FOR Note of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		1000	00
BALANCE		34000	00

A 1381

Plaintiff's Exhibit 30

155	BAL. BRO'T FOR'D	34,30[illegible]	00
Nov 24 1970			
TO United Calif. Bank			
FOR Tax of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		1000	00
BALANCE		33000	00
156			
Nov 25 1970			
TO United Calif. Bank			
FOR Tax of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		3000	00
BALANCE		30,000	00
157			
Dec 1 1970			
TO United Calif. Bank			
FOR Tax of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		1,000	00
BALANCE		29,000	00

A 1382

Plaintiff's Exhibit 30

158

BAL. BROT FORD 29,000 00

Dec 2 1970

TO United Calif. Bank

FOR Lefts of Funds

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	2000	00
BALANCE	27,000	00
CABLE CHARGE 11-13-70	40	00
	26,960	00

159

Dec 4 1970

TO United Calif. Bank

FOR Lefts of Funds

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	2000	00
BALANCE	24960	00
Deposit 12/4/70	99581	91
	124541	91

160

Dec 8 1970

TO United Calif Bank

FOR Lefts of Funds

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	2000	00
BALANCE	122541	91

A 1383

Plaintiff's Exhibit 30

161

BAL. BRO'T FORD 122,541

Dec. 9 1970

TO United Calif. Bank

FOR Rate of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 3000 00

BALANCE 119,541 91

162

Dec. 10 1970

TO United Calif. Bank

FOR Rate of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 7000 00

BALANCE 112,541 91

163

Dec. 15 1970

TO United Calif Bank

FOR Rate of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 1000 00

BALANCE 111,541 91

A 1384

Plaintiff's Exhibit 30

BAL. BRO'T FOR'D 111,571 91

164

Dec. 15 1970

TO B of A

FOR Funds for Cayson Ltd. a/c 2100

DEPOSITS

TOTAL

AMOUNT THIS CHECK 41853 10

BALANCE 69,688 81

165

Dec. 16 1970

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 6000 00

BALANCE 63,688 81

166

Dec. 17 1970

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 18000 00

BALANCE 45,688 81

A 1385

Plaintiff's Exhibit 30

BAL. BROT FOR'D 45688 81

167

Dec 18 1970

TO United Calif. Bank

FOR Taxes of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 16000 00

BALANCE 29688 81

168

Dec. 21 1970

TO United Calif. Bank

FOR Taxes of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 6000 00

BALANCE 23688 81

12/21/70 Deposit 93028 74

122717 55

169

Dec 22 1970

TO United Calif. Bank

FOR Taxes of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 15000 00

BALANCE 107717 55

A 1386

Plaintiff's Exhibit 30

170	BAL. BROT FORD	107,717	55
Dec 23 19 70			
TO United Calif Bank			
FOR Xfer of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		3000	00
BALANCE		104717	55
Foreign Draft Charge		52	32
		104665	23
171			
Dec. 23 19 70			
TO B of A			
FOR Cashiers check for Canson Ltd	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		21211	00
BALANCE		83454	23
172			
Dec. 29 19 70			
TO United Calif Bank			
FOR Xfer of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		2000	00
BALANCE		81,454	23

A 1387

Plaintiff's Exhibit 30

173	BAL. BROT FORD	81,454	23
Dec 30 1920			
TO United Calif. Bank			
FOR Note of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	10,454	23
	BALANCE	71,000	00
174			
Dec 31 1920			
TO United Calif. Bank			
FOR Note of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	20,000	00
	BALANCE	51,000	00
175			
Jan 4 1921			
TO United Calif. Bank			
FOR Note of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	10000	00
	BALANCE	41,000	00

A 1388

Plaintiff's Exhibit 30

BAL. BRO'T FOR'D 41,000 00

176

Jan 5 1971

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 2000 00

BALANCE 39000 00

177

Jan 6 1971

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 8000 00

BALANCE 31000 00

178

Jan 7 1971

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 2000 00

BALANCE 29000 00

A 1389

Plaintiff's Exhibit 30

BAL. BRO'T FORD 29000 00

179

Jan 8 19 71

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 5000 00

BALANCE 24000 00

180

Jan 12 19 71

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 1000 00

BALANCE 23000 00

181

Jan 13 19 71

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 3000 00

BALANCE 20000 00

A 1390

Plaintiff's Exhibit 30

182	BAL. BROT FOR'D	20,000	00
Jan. 19 1971			
TO United Calif. Bank			
FOR Wages of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		4,000	00
BALANCE		16,000	00
183			
Jan. 19 1971			
TO United Calif. Bank			
FOR Wages & Chase Manhattan Loan EOM ck 2100	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		5000	00
BALANCE		11,000	00
1/20/71 Deposit		15,954	75
		26,954	75
184			
Jan. 20 1971			
TO United Calif. Bank			
FOR Wages of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		2000	00
BALANCE		24954	75

A 1391

Plaintiff's Exhibit 30

Deposit 11/2/7, 185

BAL. BRO'T FOR'D 34954 75

136445 23

181449 98

Jan 25 1971

TO United Calif. Bank

FOR Rate of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 30000 00

BALANCE 151449 98

186

Jan 25 1971

TO United Calif. Bank

FOR Wire to EON Corp

acct at Chase Manhattan

Bank

DEPOSITS

TOTAL

AMOUNT THIS CHECK 8000 00

BALANCE 170449 98

187

Jan 26 1971

TO United Calif. Bank

FOR Rate of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 3000 00

BALANCE 167449 98

A 1392

Plaintiff's Exhibit 30

BAL. BRO'T FOR'D 167449 98

188

Jan 26 1971

TO United Calif. Bank

FOR Wire to EDP Clark Cnty. Bankers Trust Co.

DEPOSITS

TOTAL

c/c 2100 AMOUNT THIS CHECK 12000 00

BALANCE 155449 98

189

Jan 26 1971

TO Bank of America

FOR ~~Loan~~ Cashiers check for Carson, Ltd.

DEPOSITS

TOTAL

c/c 2100 AMOUNT THIS CHECK 33681 25

BALANCE 121768 73

190

Jan 27 1971

TO United Calif. Bank

FOR Estate of Lunde

DEPOSITS

TOTAL

AMOUNT THIS CHECK 3768 73

BALANCE 118000 00

A 1393

Plaintiff's Exhibit 30

191	BAL. BRO'T FOR'D	118000	00
Jan 28 1921			
TO United Calif. Bank			
FOR Note of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	8000	00
	BALANCE	110000	00
192			
Feb 1 1921			
TO United Calif. Bank			
FOR Note of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	20000	00
	BALANCE	90,000	00
193			
Feb 3 1921			
TO United Calif. Bank			
FOR Note of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	30000	00
	BALANCE	60000	00

A 1394

Plaintiff's Exhibit 30

194

BAL. BRO'T FOR'D 60,000 00

Feb. 10 1971

TO United Calif. Bank

FOR Wire to Chase Manhattan for EQN

DEPOSITS

TOTAL

AMOUNT THIS CHECK c/c 2100 6000 00

BALANCE 54,000 00

195

Feb 11 1971

TO United Calif. Bank

FOR Trfr of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 5000 00

BALANCE 49,000 00

196

Feb 16 1971

TO United Calif Bank

FOR Trfr of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 39,000 00

BALANCE 10,000 00

A 1395

Plaintiff's Exhibit 30

197

BAL. BROT FOR'D 40,000 00

Feb. 19 1971

TO United Calif. Bank

FOR Proceeds of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 10000 00

BALANCE 30000 00

198

Feb. 24 1971

TO United Calif. Bank

FOR Wire to EON at Chase Manhattan Bank

DEPOSITS

TOTAL

AMOUNT THIS CHECK 5000 00

BALANCE 25000 00

Deposit 2/24/71 156 066 94

181,066 94

199

Feb. 25 1971

TO Bank of America

FOR Cashier's check for Cannon Ltd a/c 2100

DEPOSITS

TOTAL

AMOUNT THIS CHECK 46,710 00

BALANCE 134,356 94

A 1396

Plaintiff's Exhibit 30

200	BAL. BRO'T FOR'D	134,356	94
Feb. 25 19 71			
TO Bank of America			
FOR Cashiers check for Electromagnetic Industries a/c 2100	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	7681	61
	BALANCE	126,675	33
201			
March 4 19 71			
TO United Calif. Bank			
FOR Note of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	20,000	00
	BALANCE	106,675	33
202			
March 5 19 71			
TO United Calif. Bank			
FOR Note of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	10000	00
	BALANCE	96,675	33

A 1397

Plaintiff's Exhibit 30

203	BAL. BROT FOR'D	96,675	33
Mar. 8 19 71			
TO United Calif. Bank			
FOR Note of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		12000	00
BALANCE		84,675	33
204			
Mar 10 19 71			
TO United Calif. Bank			
FOR Note of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		12000	00
BALANCE		74,675	33
205			
March 18 19 71			
TO United Calif. Bank			
FOR Note of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		4000	00
BALANCE		70,675	33

A 1398

Plaintiff's Exhibit 30

BAL. BRO'T FOR'D		70,675	33
206			
March 19 19 71			
TO United Calif. Bank			
FOR Trfr of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		5000	00
BALANCE		65,675	33
3/22/71 Deposit		152,834	80
		218,510	13
207			
March 22 19 71			
TO United Calif. Bank			
FOR Trfr of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		2000	00
BALANCE		216,510	13
208			
March 23 19 71			
TO Bank of America			
FOR Cashiers Check for E.M.I. 9/c 2100	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		7452	42
BALANCE		209,057	71

A 1399

Plaintiff's Exhibit 30

209	BAL. BRO'T FOR'D	204057	71
March 24 1971			
TO United Calif Bank			
FOR Dep of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	15000	00
	BALANCE	189057	71
210			
March 25 1971			
TO Bank of America			
FOR Cashier's check for Canaan Ltd. dc 2100	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	95380	00
	BALANCE	93677	71
211			
March 31 1971			
TO United Calif Bank			
FOR Dep of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	10000	00
	BALANCE	83677	71

A 1400

Plaintiff's Exhibit 30

BAL. BRO'T FOR'D 28,677 71

212

April 1 19 71

TO United Calif. Bank

FOR Depo of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 10,000 00

BALANCE 18,677 71

213

April 5 19 71

TO United Calif. Bank

FOR Depo of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 10,000 00

BALANCE 28,677 71

214

April 14 19 71

TO United Calif. Bank

FOR Depo of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 5000 00

BALANCE 23,677 71

A 1401

Plaintiff's Exhibit 30

4/19/71: Deposit

BAL. BRO'T FOR'D 63,677 71

163,184 61

226,862 32

215

April 19 1971

TO Bank of America

FOR Cashiers Check for Canon Ltd c/c 2100

DEPOSITS

TOTAL

AMOUNT THIS CHECK 64313 48

BALANCE 162548 84

216

April 19 1971

TO Bank of America

FOR Cashiers Check for Electromagnetic Industries c/c 2100

DEPOSITS

TOTAL

AMOUNT THIS CHECK 9078 00

BALANCE 153470 84

217

April 20 1971

TO United Calif. Bank

FOR Purchase of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 10000 00

BALANCE 143,470 84

A 1402

Plaintiff's Exhibit 30

218	BAL. BROT FORD	143,470	84
Apr. 26 19 71			
TO United Calif. Bank			
FOR Sale of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	10,000	00
	BALANCE	133470	84
219			
Apr. 27 19 71			
TO United Calif. Bank			
FOR Sale of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	20000	00
	BALANCE	113470	84
220			
Apr. 28 19 71			
TO United Calif. Bank			
FOR Sale of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	10000	00
	BALANCE	103470	84

A 1403

Plaintiff's Exhibit 30

221

BAL. BROT FOR'D 103470 84

May 4 19 71

TO United Calif. Bank

FOR Transfer of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 20,000 00

BALANCE 83470 84

222

May 5 1971

TO United Calif. Bank

FOR Xfer of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 15000 00

BALANCE 68470 84

223

May 13 1971

TO United Calif. Bank

FOR Xfer of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 20000 00

BALANCE 48470 84

A 1404

Plaintiff's Exhibit 30

224	BAL. BROT FORD	48,470	84
May 20 1971			
TO United Calif Bank			
FOR Sale of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		10000	00
BALANCE		38470	84
225			
May 25 1971			
TO United Calif Bank			
FOR Sale of Funds	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		5,000	00
BALANCE		33,470	84
6/1/71 Deposit		215,909	03
		249379	87
226			
June 1 1971			
TO Bank of America			
FOR Cashiers check	DEPOSITS		
for Cannon Ltd.			
TOTAL			
c/c 2100			
AMOUNT THIS CHECK		63643	75
BALANCE		185,736	12

A 1405

Plaintiff's Exhibit 30

233

BAL. BRO'T FOR'D 87548 12

July 1 19 71

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 10000 00

BALANCE 77548 12

234

July 7, 19 71

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 10000 00

BALANCE 67548 12

235

July 8 19 71

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 10000 00

BALANCE 57548 12

A 1406

Plaintiff's Exhibit 30

227	BAL. BRO'T FOR'D	185736	12
June 1 1971			
TO Bank of America			
FOR Cashiers check for Electromagnetics Ind. of 2100	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	8188	00
	BALANCE	177548	12
228			
June 2 1971			
TO United Calif. Bank			
FOR Rate of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	10000	00
	BALANCE	167548	12
229			
June 8 1971			
TO United Calif. Bank			
FOR Rate of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	15000	00
	BALANCE	152548	12

A 1407

Plaintiff's Exhibit 30

230	BAL. BRO'T FOR'D	152548	12
June 10 1971			
TO United Calif. Bank			
FOR Refer of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	50000	00
	BALANCE	102548	12
231			
June 17 1971			
TO United Calif. Bank			
FOR Refer of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	10000	00
	BALANCE	92548	12
232			
June 24 1971			
TO United Calif. Bank			
FOR Refer of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	5000	00
	BALANCE	87548	12

A 1408

Plaintiff's Exhibit 30

7/12/71 deposit

236

July 12 1971

TO Bank of America

FOR Wire to Electra-Magnetic Industries a/c 2100

DEPOSITS

BAL. BROT FORD	57,548	12
	116,849	50
TOTAL	174,397	62
AMOUNT THIS CHECK	11634	00
BALANCE	162,763	62

237

July 13 1971

TO Bank of America

FOR Cashier's check for Canyon, Ltd a/c 2100

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	62,078	48
BALANCE	100,685	14

238

July 13 1971

TO United Calif. Bank

FOR Xfer of Funds

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	10,000	00
BALANCE	90,685	14

A 1409

Plaintiff's Exhibit 30

BAL. BROT FOR'D 90,685 14

239

July 15 19 71

TO United Calif Bank

FOR Statement of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 20000 00

BALANCE 70685 14

7/19/71 Deposit 139065 41

209750 55

240

July 21 19 71

TO United Calif. Bank

FOR Statement of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 20,000 00

BALANCE 189,750 55

241

July 27 19 71

TO United Calif Bank

FOR Statement of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 40,000 00

BALANCE 149,750 55

A 1410

Plaintiff's Exhibit 30

242

BAL. BRO'T FOR'D 149750 55

Aug. 4 1971

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 20000 00

BALANCE 129750 55

8/9/71 Deposit 74,711 68

204462 23

243

Aug. 17 1971

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 10000 00

BALANCE 194462 23

8/24/71 Deposit 33046 17

227508 40

244

Aug. 25 1971

TO United Calif. Bank

FOR Sale of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 80000 00

BALANCE 147508 40

A 1411

Plaintiff's Exhibit 30

245	BAL. BRO'T FOR'D	147508	40
Aug 27 19 71			
TO Bank of America			
FOR Cashier's check for Cannon Ltd.	DEPOSITS		
of a/c 2100	TOTAL		
	AMOUNT THIS CHECK	65766	25
	BALANCE	81742	15
246			
Aug 27 19 71			
TO Bank of America			
FOR Cashier's check for Electromagnetic Industries of a/c 2100	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	4040	60
	BALANCE	77701	55
247			
Sept 7 19 71			
TO United Calif. Bank			
FOR Estate of Fuesle	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	12000	00
	BALANCE	65701	55

A 1412

Plaintiff's Exhibit 30

248

BAL. BRO'T FOR'D 65701 55

Sept. 24 19 71

TO United Calif. Bank

FOR Rate of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 5000 00

BALANCE 60701 55

9/27/71 Deposit 61580 46

122282 01

249

Oct. 4 19 71

TO United Calif. Bank

FOR Rate of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 20000 00

BALANCE 92282 01

10/7/71 Deposit 40975 50

133257 51

250

10/14/71 Check 25000 00

10/15/71 Deposit 158257 51

Oct. 18 19 71 17589 05

TO United Calif. Bank 175846 56

FOR Rate of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 25000 00

BALANCE 150846 56

A 1413

Plaintiff's Exhibit 30

251	BAL. BRO'T FOR'D	150846	56
Oct. 21 1971			
TO United Calif. Bank			
FOR WIRE To BANKERS TRUST FOR DEPOSIT TO PAR-METAL ACCT.	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	10000	00
	BALANCE	140846	56
252			
Nov. 1971			
TO M. J. Leonard			
FOR Consulting Services P.O.M-1316 a/c 1240	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	5000	00
	BALANCE	135846	56
253			
Nov. 1 1971			
TO United Calif. Bank			
FOR Xfer. of Funds	DEPOSITS		
	TOTAL		
	AMOUNT THIS CHECK	25000	00
	BALANCE	110846	56

A 1414

Plaintiff's Exhibit 30

254

BAL. BRO'T FOR'D 10846 56

Nov. 8 19 71

TO Bankers Trust Co.

FOR Rate of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 48000 00

BALANCE 62846 56

255

Nov. 12 19 71

TO United Calif. Bank

FOR Rate of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 47000 00

BALANCE 15846 56

256

Nov. 15 19 71

TO United Calif. Bank

FOR Rate of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 5000 00

BALANCE 10846 56

A 1415

Plaintiff's Exhibit 30

257

BAL. BRO'T FOR'D 10846 56

Nov 23 19 71

TO United Calif. Bank

FOR Keys of Funds

DEPOSITS

TOTAL

AMOUNT THIS CHECK 2000 00

BALANCE 8846 56

12/17/71 Deposit 4400 00

13246 56

258 2977 28

12/28/71 Deposit 16220 84

12/31/71 Deposit 92 40

19

TO 1/5/72 16,313 24

BEAM HTG & AIR COND.

FOR Repair of Heating

Units

TOTAL

ofc 8024

AMOUNT THIS CHECK 154 00

BALANCE 16,158 24

259

Dec 5 19 72

TO T W A

FOR ticket to St Louis

Watertown + N.Y.

W. J. Leonard.

TOTAL

ofc 8021

AMOUNT THIS CHECK 519 00

BALANCE 15,639 24

A 1416

Plaintiff's Exhibit 30

		BAL. BRO'T FOR'D	15639	24
260	1/5/72 Deposit		3236	43
	Jan 7 19 72	DEPOSITS	1,876	17
TO	E. W. Walck			
FOR	acctg Services			
	P.O. M1311			
		TOTAL	50000	
		AMOUNT THIS CHECK		
		BALANCE	18,376	17
261				
	Jan 7 19 72			
TO	Wm L Reid			
FOR	Clerical Services			
	1-1 thru 1-7-72			
	P.O. M1312	TOTAL	1937	5
		AMOUNT THIS CHECK		
		BALANCE	18182	42
	1/11/72 Deposit		1063	68
			19246	10
262				
	Jan 14 19 72			
TO	E. W. Walck			
FOR	Acctg Services			
	P.O. M1311			
		TOTAL		
		AMOUNT THIS CHECK	50000	
		BALANCE	18746	10

A 1417

Plaintiff's Exhibit 30

263

BAL. BROT FOR'D 18746 10

Dec 14 1972

TO Edward J. Ford

FOR Clinical Services

1-8 thru 1-15-72

P.O. 1312

DEPOSITS

TOTAL

AMOUNT THIS CHECK 193 75

BALANCE 18552 35

264

Jan 11 1972

TO So Cal Gas Co.

Meter # 1532282

FOR 12-1 — 12-30-71

DEPOSITS

TOTAL

AMOUNT THIS CHECK 94 36

BALANCE 18457 99

265

Jan 11 1972

TO Wells Fargo Alarm Sys.

FOR Month of January

#12485-1

DEPOSITS

TOTAL

AMOUNT THIS CHECK 44 40

BALANCE 18413 59

A 1418

Plaintiff's Exhibit 30

266	BAL. BRO'T FOR'D	18,413	59
Jan 11 19 72			
TO City of Inglewood			
11-17-71 — 12-16-71	DEPOSITS		
FOR C.K.S.E. Service			
TOTAL			
AMOUNT THIS CHECK		61	74
BALANCE		18,351	85

267			
Jan 11 19 72			
TO State Board of Equalization			
FOR Sales Tax Colly thru Dec 1971	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		27	50
BALANCE		18324	35

268			
Jan 11 19 72			
TO Dept HRD State of Calif.			
FOR DE3 Contribution Return Quarter Ended Dec 31, 1971	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		10	59
BALANCE		18 313	76

A 1419

Plaintiff's Exhibit 30

269	BAL. BRO'T FOR'D	15313	76
Jan 11 19 72			
TO American Airlines			
Round Trip N.Y. to Ft.			
FOR Mr. & Mrs. Walsh	DEPOSITS		
TOTAL			
AMOUNT THIS CHECK		490	00
BALANCE		17,323	76
270			
Jan 11 19 72			
TO Son Corporation			
Ck. # 2302 $ 42 Ck. # 2301 $ 342.80 Ck. # 2303 $ 179.14	DEPOSITS		
FOR 4th Quarter Estimated			
12/31/71 Federal Tax			
Return.	TOTAL		
AMOUNT THIS CHECK		521	92
BALANCE		17,301	84
271			
Jan 11 19 72			
TO R. W. Walsh			
	DEPOSITS		
FOR Advance for			
N.Y. Trip 1-16-72			
TOTAL			
AMOUNT THIS CHECK		500	00
BALANCE		16 801	84

A 1420

Plaintiff's Exhibit 30

BAL. BROT FOR'D 16,801 84
61.653 82

272

11/3/72 Deposit

JAN 13 1972 78455 66

TO Teledyne Cont

Micron

FOR Inv # 2027 of 11/22/71

1st Shipment of 1.5KW's

s/n 2100

DEPOSITS

TOTAL

AMOUNT THIS CHECK 54.000 00

BALANCE 24455 66

11/14/72 Deposit 255 85

24.711 51

273

Jan 14 1972

TO M J Lienard

Consulting Svs - 500.00

Expenses 336.25

FOR 836.25

Less advance 750.00

86.25

P.O. M1310

DEPOSITS

TOTAL

AMOUNT THIS CHECK 86 25

BALANCE 24 625 26

274

Jan 14 1972

TO M J Lienard

FOR Advance against

P.O. M1310

DEPOSITS

TOTAL

AMOUNT THIS CHECK 4,000 00

BALANCE 20 625 26

A 1421

Plaintiff's Exhibit 30

275

BAL. BROT FO'D 20625 26

Jan 14 1972

TO M. J. Leonard

FOR Allowance

For N.Y. SC

Taxes

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	300	00
BALANCE	20325	26

276

Jan 14 1972

TO American Packaging

FOR Order to be paid by DCASR DSA-400-72-M-J012 and accounting Records shipped to Eon N.Y.

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	60	00
BALANCE	20265 141	26 46

Permit

AMERICAN MARC
DIVISION OF EON CORPORATION
8831 80, AVIATION BLVD.
INGLEWOOD, CALIFORNIA 90301

PAY TO THE ORDER OF R. W. Walsh Jan. 26 19 72

$ 2[illegible]

Eight Hundred and [illegible]

GOLDEN COVE-PALOS VERDES BRANCH
Bank of America
NATIONAL TRUST AND SAVINGS ASSOCIATION
31176 HAWTHORNE BOULEVARD
PALOS VERDES PENINSULA, CALIFORNIA 90274

⑆122⑆25141⑆ 07968⑆00235⑈

A 1422

Plaintiff's Exhibit 30

AMERICAN MARC
DIVISION OF EDN CORPORATION
8831 SO. AVIATION BLVD.
INGLEWOOD, CALIFORNIA 90301

Jan. 26 19 72

PAY TO THE ORDER OF R. W. Walck $ 25.00

Two hundred fifty and no/100 DOLLARS

GOLDEN COVE PALOS VERDES BRANCH
Bank of America
NATIONAL TRUST AND SAVINGS ASSOCIATION
31176 HAWTHORNE BOULEVARD
PALOS VERDES PENINSULA, CALIFORNIA

⑆122000254⑆ 07968 00235

279

Jan. 28 1972

TO R. W. Walck

FOR Services rendered
1/26/72 - 1/28/72

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	300	00
BALANCE	36874	59
Ck #277 void	800	00
	37674	59

280

Jan. 28 1972

TO R. W. Walck

FOR Services rendered
1/16/72 thru 1/22/72

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	700	00
BALANCE	36974	59

A 1423

Plaintiff's Exhibit 30

BAL. BROT FOR'D 36974 59

281

Jan 28 1972

TO M J Leonard

Services 1-15-72 — 1-31-72 500.00

FOR Expenses 537.36

1037.36

Less Advance 750.00 TOTAL

DEPOSITS

AMOUNT THIS CHECK 327 36

BALANCE 36647 23

check #278 void 253 17

36900 40

282

Jan. 28 1972

TO R. W. Walk

FOR Expenses 4 yr

6021 - 706.77

1220 - (500.00)

DEPOSITS

TOTAL

AMOUNT THIS CHECK 206 77

BALANCE 36693 63

283

Jan 28, 1972

TO M. J. Leonard III

Services 1-27 + 1-28

FOR Physical Inventory

DEPOSITS

TOTAL

AMOUNT THIS CHECK 52 00

BALANCE 36641 63

A 1424

Plaintiff's Exhibit 30

BAL. BRO'T FOR'D 36641 63

284

Jan. 31 1972

TO Advance Scale Service

FOR Rental of weigh count scale

DEPOSITS

TOTAL

AMOUNT THIS CHECK 26 25

BALANCE 36615 38

1/31/72 Deposit 200 38

36815 76

285

Jan 31 1972

TO Continental Canners

FOR Sentry Dogs

DEPOSITS

TOTAL

AMOUNT THIS CHECK 250 00

BALANCE 36565 76

286

Jan 31 1972

TO United Air Lines

FOR Air freight of records to EOA

DEPOSITS

TOTAL

AMOUNT THIS CHECK 37 87

BALANCE 36527 89

A 1425

Plaintiff's Exhibit 30

287		BAL. BROT FOR'D	36527	89
Jan. 31 1972				
TO Mutual Benefit Life				
FOR LTD for Dec '71		DEPOSITS		
	TOTAL			
	AMOUNT THIS CHECK		41	61
	BALANCE		36486	28
288/			42	00
February 3, 1972				
TO James Cook				
FOR Physical Inventory (Counting parts		DEPOSITS		
	TOTAL			
	AMOUNT THIS CHECK		42	00
	BALANCE		36,444	28
289/				
February 3, 1972				
TO M J. Leonard III				
FOR Physical Inventory		DEPOSITS		
	TOTAL			
	AMOUNT THIS CHECK		112	00
	BALANCE		36,332	28

A 1426

Plaintiff's Exhibit 30

290

BAL. BRO'T FOR'D

Feb 2, 19 72

TO M. J. Leonard

FOR Consulting Fees

DEPOSITS

TOTAL 9,000 00

AMOUNT THIS CHECK

BALANCE

291

Feb 11, 19 72

TO M. J. Leonard III

FOR Take g. inventory

DEPOSITS

TOTAL 168 00

AMOUNT THIS CHECK

BALANCE

292

Feb 8, 19 72

TO E ON

FOR Transfer of funds

A/c 2-35

DEPOSITS

TOTAL 23,000 00

AMOUNT THIS CHECK

BALANCE

A 1427

Plaintiff's Exhibit 30

293

BAL. BRO'T FOR'D

Dec 7, 1972

TO United Rental

FOR Rental Charges

DEPOSITS

TOTAL 5 05

AMOUNT THIS CHECK

BALANCE

294

February 7, 1972

TO Robert Dr. Dr. alek

FOR Accounting Services

DEPOSITS

TOTAL 300 00

AMOUNT THIS CHECK

BALANCE

2/7/72 - Deposit 154 50

2/8/72 Deposit 148,141 52

295

February 11, 1972

TO James Cook

FOR Taking inventory

DEPOSITS

TOTAL 63 00

AMOUNT THIS CHECK

BALANCE

A 1428

Plaintiff's Exhibit 30

BAL. BRO'T FOR'D

296

Feb. 8 1972

TO Pacific Mexico

FOR Cashier's check

payable to Telegram

Continental Motors TOTAL

AMOUNT THIS CHECK 162000 00

BALANCE

DEPOSITS

297

Feb 8 1972

TO St L Mackenzie

City Cash

FOR Expenditure for

American Motors

8022 - 2.36 TOTAL

8027 - 5.20

8040 - 6.94 AMOUNT THIS CHECK 14 50

BALANCE 10,078 35

DEPOSITS

298

February 15, 1972

TO Advance Scale

Finance

FOR Rental of scale

TOTAL 315

AMOUNT THIS CHECK 31 50

BALANCE 9 046 85

DEPOSITS

A 1429

Plaintiff's Exhibit 30

BAL. BRO'T FOR'D

DEPOSITS

TOTAL

296 ✓

Feb. 8 1972

TO Bank of America

FOR Cashier's check payable to Peterbyre Continental Motors

AMOUNT THIS CHECK 63000 00

BALANCE

297 ✓

Feb 8 1972

TO H & S Mahoney Petty Cash

FOR Expenditures for American Mart

8022 - 2.36
8027 - 5.20
8040 - 6.94

TOTAL

AMOUNT THIS CHECK 14 50

BALANCE 10,078 35

298

February 15 1972

TO Advance Scale Service

FOR Rental of scale

DEPOSITS

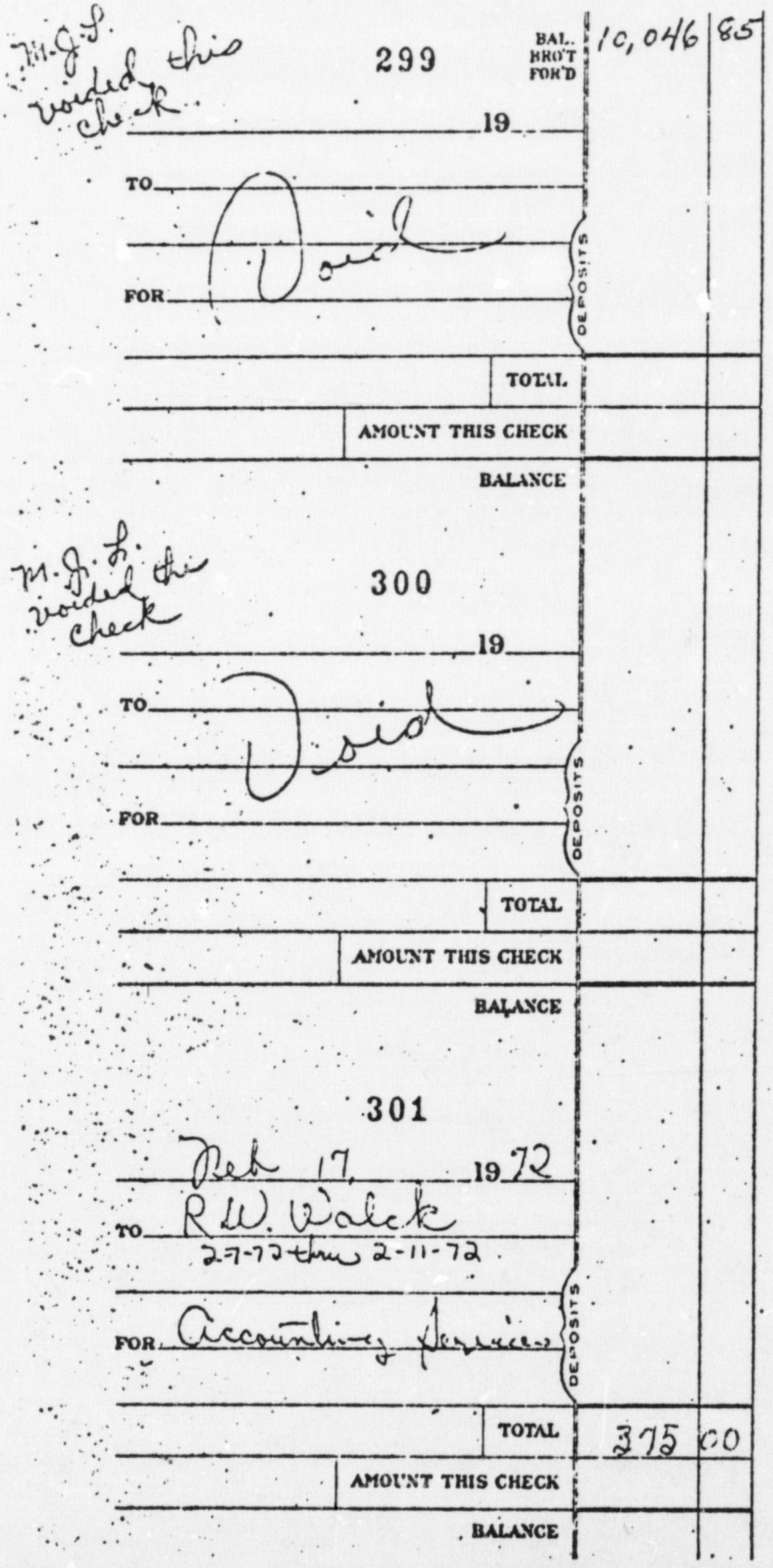
TOTAL 315

AMOUNT THIS CHECK 31 50

BALANCE 2046 85

A 1430

Plaintiff's Exhibit 30



A 1431

Plaintiff's Exhibit 30

302

BAL. BRO'T FOR'D

February 18 1972

TO James Cook

FOR Taking Inventory
22 hrs @ $3.00 per hour

DEPOSITS

TOTAL

AMOUNT THIS CHECK 66 00

BALANCE 1914 65

Deposit 2-18-72

303

February 18, 1972

TO Christine Cook

FOR Physical Inventory
7 hrs @ $2.50

DEPOSITS

TOTAL

AMOUNT THIS CHECK 17 50

BALANCE

304

February 18 1972

TO R. W. Walk

FOR Acct. Services

DEPOSITS

TOTAL

AMOUNT THIS CHECK 370 00

BALANCE

A 1432

Plaintiff's Exhibit 30

BAL. BRO'T FOR'D

305

February 18 19 72

TO Franchise Tax Board

FOR Taxes for year ended 2-28-72

DEPOSITS

TOTAL

AMOUNT THIS CHECK 279 78

BALANCE

306

M. J. Leonard 19

2-15-72

TO

Expenses 500.00
62.80
1128.98
Advance 750.00
FOR Services — 378.98
Consultant

DEPOSITS

TOTAL

AMOUNT THIS CHECK 378 98

BALANCE

307

Feb 22 19 72

TO TWA

FOR Airline ticket

Invoice dated 2-12-72

LA-NY-LA

DEPOSITS

TOTAL

AMOUNT THIS CHECK 326 00

BALANCE

A 1433

Plaintiff's Exhibit 30

Deposit 2-24-72

BAL. BRO'T FOR'D 202 72

308

Feb 25, 1972

TO M. Jr. Leonard II

FOR Taking Inventory

33 hrs 2-21 thru 2-25

DEPOSITS

TOTAL

AMOUNT THIS CHECK 132 00

BALANCE

309

Feb 25, 1972

TO James Cook

FOR Physical Inventory

3 hrs 2-18-72

DEPOSITS

TOTAL

AMOUNT THIS CHECK 9 00

BALANCE

310

Feb 25, 1972

TO Christina Cook

FOR Physical Inventory

3 hrs 2-18-72

DEPOSITS

TOTAL

AMOUNT THIS CHECK 7 50

BALANCE 27,534 47

A 1434

Plaintiff's Exhibit 30

311		BAL. BROT FOR'D	21,534	47
Feb 25, 1972				
TO American Airlines				
Paid to TWA				
FOR T.A.-N.Y.C-ATC CHS -		DEPOSITS		
NY-LAX - M.J. Leonard				
Feb 1, 1972 Acct 652009-2	TOTAL		568	00
	AMOUNT THIS CHECK			
	BALANCE		25,966	47
312				
Feb 25, 1972				
TO A & A Machinery				
Petty Cash				
FOR Expenditures for		DEPOSITS		
American Mdse				
8027 142.15	TOTAL			
8040 6.67				
8022 .66	AMOUNT THIS CHECK		49	48
	BALANCE		25,916	99
313				
February 25, 1972				
TO Bank of America				
FOR Deposit to EON Corp		DEPOSITS		
Acct # 2-35				
	TOTAL			
	AMOUNT THIS CHECK		25,916	99
	BALANCE		-0-	

A 1435

Plaintiff's Exhibit 30

STATEMENT OF ACCOUNT WITH
GOLDEN COVE-PALOS VERDES BR.
PALOS VERDES CAL. 90274

BANK OF AMERICA

PERIOD ENDING
DEC. 31, 19[illegible]

ACCOUNT NO.
0796800235

AMERICAN MARC
DIV FON CORP
8831 SO AVIATION BLVD
INGLEWOOD CALIF 90301

Clipping this line when sending a change of address - See reverse

CHECKS - LISTED IN ORDER OF PAYMENT - READ	DEPOSITS	DATE	NEW BALANCE
	440000	DEC 20	1324656
	297428	DEC 29	1622084

SUMMARY OF ACTIVITY

BALANCE FORWARD	DEBITS		CREDITS		SERVICE CHARGE		NEW BALANCE
	NUMBER	AMOUNT	NUMBER	AMOUNT	ITEMS	AMOUNT	
884656			2	737428			1622084

Please examine this statement at once. If no error is reported in ten days the account will be considered correct. All items are credited subject to final payment.

USE REVERSE SIDE FOR
RECONCILING YOUR ACCOUNT

EXPLANATION OF SYMBOLS

R REVERSING ENTRY
M MISCELLANEOUS ENTRY
N NO TICKET ENTRY
F FOLLOW SHEET
S SERVICE CHARGE
T TENPLAN CHARGE
A AUTOMATIC PAYROLL ENTRY
OD OVERDRAFT
B INSTANT CASH ENTRY

ENCLOSURES 0

Please use the upper portion of this statement (or other written notification) to advise us of your change of address.

A 1436

Plaintiff's Exhibit 30

BRANCH AND NUMBER

BANK OF AMERICA

NATIONAL TRUST AND SAVINGS ASSOCIATION

INSTRUCTIONS

USING YOUR OWN PERSONALIZED DEPOSIT SLIP, list checks separately by bank number.

Endorse checks by writing FOR DEPOSIT ONLY on reverse side of check. Beneath, sign your name in the same way as it appears on the face of the check.

Send currency by registered mail only.

Mail checks and your regular deposit slip together with this mail deposit receipt card in envelope provided.

This permanent receipt card will be returned to you together with a new pre-addressed envelope for your convenience.

AMERICAN MARC DIVISION EON CORPORATION
8831 SOUTH AVIATION BOULEVARD
Name INGLEWOOD, CALIFORNIA 90301 Account No. 07968-0C235

Date	Ent. By	Amount Deposited	
[illegible]		110,581	87
[illegible] AUG 21 '69		14,102	41
[illegible]		22,374	93
[illegible] SEP 21 '70		119,241	84
[illegible] OCT 20 '70		[illegible]	78
[illegible] DEC 7 '70		49,581	91
12/23/70		[illegible]	24
[illegible] JAN 20 '71		15,934	75
[illegible] JAN 20 '71		15,645	23
[illegible] FEB [illegible]		[illegible]	
[illegible]		157,834	22
[illegible]		165,184	61
JAN 29 1971			
[illegible]		315,511	53
[illegible]		116,849	50
[illegible]		134,065	41
[illegible]		33046	17
[illegible] SEP 20 '71		51,330	16
[illegible] OCT 8 '71		40,915	20
[illegible]		[illegible]	
[illegible]		[illegible]	
[illegible] DEC 20 '71		4420	—
[illegible]		2974	28
[illegible] JAN 5 '72		92	40
[illegible] JAN 14 '72		1,063	68
[illegible]		141	46
[illegible]		17821	04
[illegible] FEB 22 '72		19,146	65

A 1437

Plaintiff's Exhibit 30

314

BAL. BRO'T FOR'D

March 29, 1972

TO E O N Corporation

Acct 38

FOR transferring of funds

DEPOSITS

TOTAL		
AMOUNT THIS CHECK	1000	00
BALANCE		

315

19

TO

FOR

DEPOSITS

TOTAL		
AMOUNT THIS CHECK		
BALANCE		

316

19

TO

FOR

DEPOSITS

TOTAL		
AMOUNT THIS CHECK		
BALANCE		

AMERICAN M
DIVISION OF EON CO
6831 SO. AVIATIO
INGLEWOOD, CALIFOR

PAY TO THE ORDER OF

GOLDEN COVE-PALOS VERDE
Security 1st Natl
NATIONAL
21176 HAWTHORNE
PALOS VERDES PENINSULA

AMERICAN M
DIVISION OF EON CO
6831 SO. AVIATIO
INGLEWOOD, CALIFOR

PAY TO THE ORDER OF

GOLDEN COVE-PALOS VERDE
Security 1st Natl
NATIONAL
21176 HAWTHORNE
PALOS VERDES PENINSULA

A 1438
PLAINTIFF'S EXHIBIT 31

TIE STRING THROUGH HERE

NAME _____ DATE _____ to _____

BANK _____ CHECK No. _____ to _____

CHECK STUBS

NAME Bank of America

BANK America Nat'l a/c

DATE 3/1/72 to _____

CHECK No. 101 to _____

a/c # 1111-514
07966-00038

PLTF'S EX. 22 C.I.D
11/22/72 D.P.

RITTER

R 29 (7-68)

TIE STRING THROUGH HERE

A 1439

Plaintiff's Exhibit 31

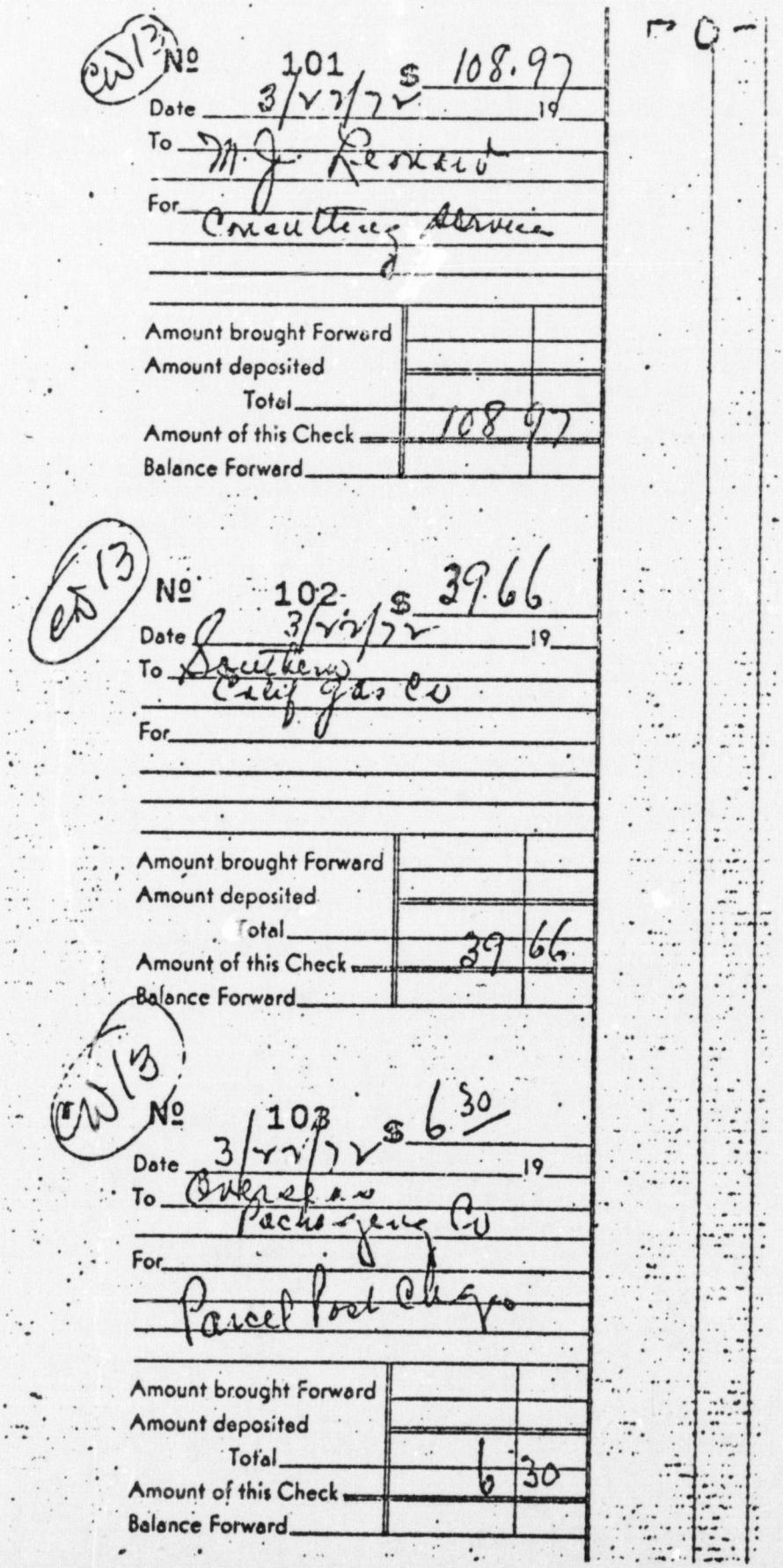
2/8/72 Deposit 23,000 —

2/29/72 Deposit 25,916 99

$ 48,916 99

A 1440

Plaintiff's Exhibit 31



No. 101 $ 108.97
Date 3/27/72 19
To M. J. Renard
For Consulting Services

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	108	97
Balance Forward		

No. 102 $ 39.66
Date 3/27/72 19
To Southern Calif Gas Co
For

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	39	66
Balance Forward		

No. 103 $ 6.30
Date 3/27/72 19
To Overseas Package Co
For Parcel Post Charges

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	6	30
Balance Forward		

A 1441

Plaintiff's Exhibit 31

CWP

No 104 $ 720 50

Date 3/11/72 19

To EON Corp

For Payment of Inv# 8879-2

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	720	50
Balance Forward		

CWP

No 105 $ 120 00/100

Date 3/11/72 19

To Robert W. Waldie

For Checking Sewers

1/28 - 4 HRS

3/3 - 4 HRS @ 15.00

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	120	—
Balance Forward		

CWP

No 106 $ 113 61

Date 3/11/72 19

To Zuhek Press

For

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	113	61
Balance Forward		

A 1442

Plaintiff's Exhibit 31

(CW 3)

No [illegible]

Date

To

For

Amount

Amount

Amount of

Balance Forward

(CW 3)

No 108 $ 710 83

Date 3/[illegible]/72 19

To Pacific Telephone

For

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	710	83
Balance Forward		

(CW 3)

No 109 $ 44 40

Date 3/[illegible]/72 19

To Wells Fargo

For

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	44	40
Balance Forward		

A 1443

Plaintiff's Exhibit 31

CW 13

No. 110 $ 61 74

Date 3/XX/77 19

To City of Dayton

For

53 10
864
61 74

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	61	74
Balance Forward		

CW 13

No. 111 $ 19 25

Date 3/XX/77 19

To Ingrbeas Packaging Co

For

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	19	25
Balance Forward		

CW 13

No. 112 $ 210 00

Date To R. W. Wadek 19

For Sewer 7/23 - 7/25

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	210	—
Balance Forward		

A 1444

Plaintiff's Exhibit 31

(3/13)

No. 113 $ 127 00

Date 3/22/72

To Liberty Mutual

For

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	127	—
Balance Forward		

(3/13)

No. 114 $ 12 05/100

Date 3/22/72 19

To REA Express

For

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	12	05
Balance Forward		

(3/13)

No. 115 $ 2225 85

Date 3/22/72 19

To The Chase Manhattan

For

NO 1833 83

Dec 392 02

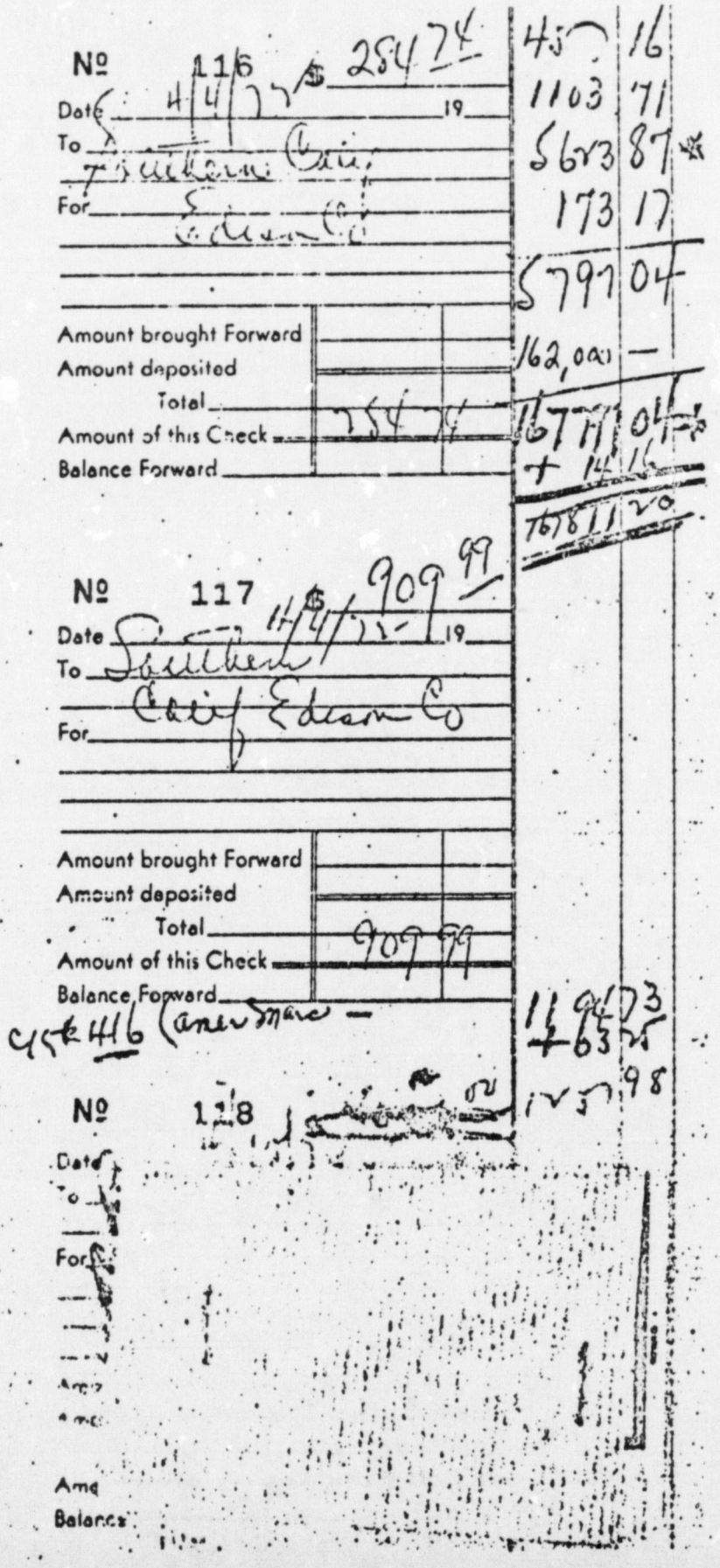
775 85

Amount brought Forward		
Amount deposited		
Total		
Amount of this Check	2225	85
Balance Forward		

#52916

A 1445

Plaintiff's Exhibit 31



№ 116 $ 254 74
Date 11/4/27 19
To Williams Bros
For Edison Co

Amount brought Forward
Amount deposited
Total
Amount of this Check 254 74
Balance Forward

45 16
1103 71
5673 87
173 17
5791 04
162,00 —
5791 04
+ 14 16
5805 20

№ 117 $ 909 99
Date 11/4/27 19
To Southern Cal Edison Co
For

Amount brought Forward
Amount deposited
Total
Amount of this Check 909 99
Balance Forward

4954 73
+ 63 25
5018 98

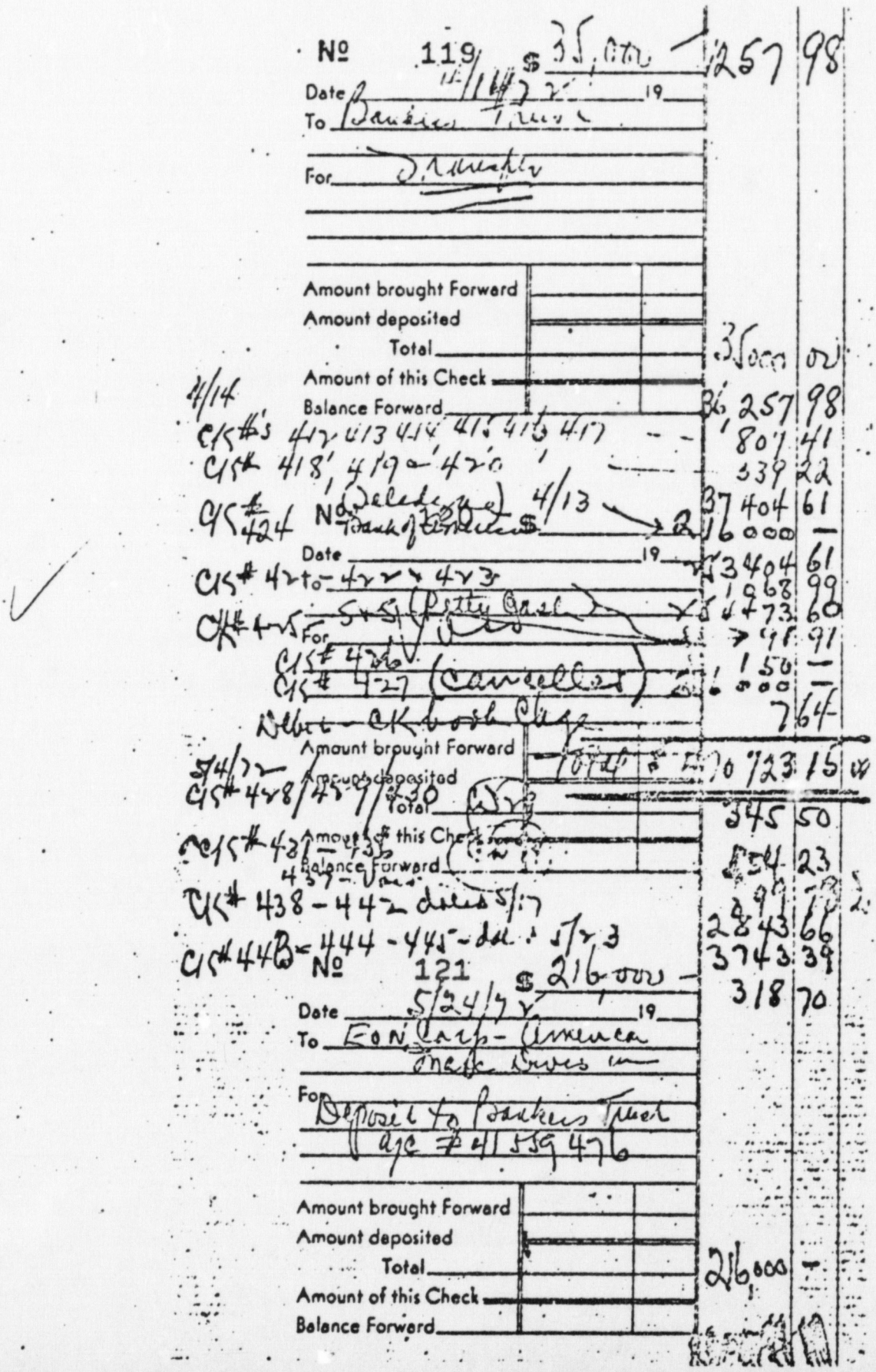
ck 416 Canoga Park —

№ 118 $
Date
To
For

Amount brought Forward
Amount deposited
Total
Amount of this Check
Balance Forward

A 1446

Plaintiff's Exhibit 31



A 1447

Plaintiff's Exhibit 31

No. 122 $ 6400

Date 6/27/ 19

For C/S

For 460 Incl

C/S #461-466

C/S #467

Bonds Purchased

Amount brought Forward 220239 90

Amount deposited 2070 61

Total 1339 29

Amount of this Check 16 00

Balance Forward 3425 70

Total 6/30/ 9825 70

-0-

No. 123 $

Date 19

To

For

Amount brought Forward

Amount deposited

Total

Amount of this Check

Balance Forward

No. 124 $

Date 19

To

For

Amount brought Forward

Amount deposited

Total

Amount of this Check

Balance Forward

PAY TO THE ORDER OF

PAY TO THE ORDER OF

A 1448

Plaintiff's Exhibit 31

BANK OF AMERICA — The Timesaver Statement

GOLDEN COVE-PALOS VERDES [illegible]

PALOS VERDES CALIF. [illegible]

PERIOD ENDING
SEP 29, 1972
BRANCH PHONE NO
213-377-7611

Please call us if you have any questions about this statement

GOV CORPORATION
AMERICAN MARC DIVISION
[illegible] PEARL STREET
BROOKLYN NY 11201

A SUMMARY OF YOUR VARIOUS SAVINGS ACCOUNTS CAN BE ADDED TO YOUR STATEMENT. JUST ASK AT YOUR BANK.

SUMMARY OF BANKING SERVICES

TYPE OF SERVICE	ACCOUNT NO.	CHECKS DEBITS NO.	CHECKS DEBITS AMOUNT	DEPOSITS NO.	DEPOSITS AMOUNT	NEW BALANCE
CHECKING	0796-5-00138	0	00	0	00	374035

CHECKING ACCOUNT ACTIVITY (USE REVERSE SIDE FOR RECONCILING TO YOUR RECORDS)

CHECKS AND OTHER DEBITS						DEPOSITS	
CHECK NO.	DATE PAID	AMOUNT	CHECK NO.	DATE PAID	AMOUNT	DATE	AMOUNT

The Timesaver Statement

[illegible]

A 1449

PLAINTIFF'S EXHIBIT 33

SIGNATURE CARD: ☒ CORPORATION ☐ LODGE, ASSOCIATION

The organization named below, as depositor, enters into this bank depositor agreement with BANK OF AMERICA National Trust and Savings Association and agrees that this account shall be carried by said bank as a

☒ CHECKING account and that all funds on deposit in said account shall be governed by said Bank's by-laws, all future amendments thereof, all regulations passed or hereafter to be passed by its Board of Directors pursuant to said by-laws and by all rules and practices as to interest and service charges of said Bank relating to said account. Depositor authorizes said Bank to endorse checks, when presented for deposit to said account, if presented unendorsed. Depositor agrees that this agreement shall be governed by the National Banking laws and the law of the State of California. Depositor further agrees that checks may be paid when signed and countersigned with the signature(s) indicated.

☐ SAVINGS

ECH CORPORATION-AMERICAN MARC DIVISION

By Nicholas Anton (Signature) Title of Depositor and Samuel (Signature)

STREET ADDRESS 175 PEARL STREET City BKLYN, NY 11201

BUSINESS NUCLEAR SYSTEMS Telephone 212-858-0250

Said Bank is hereby authorized to:

☒ MAIL all statements, vouchers and notices to the address indicated above.

☐ HOLD all statements, vouchers and notices until called for, if not called for after 30 days said Bank may mail statements, etc., to the address indicated above. If the above mailed statements, vouchers and notices are returned undelivered, said Bank is hereby authorized to destroy same two (2) years thereafter.

Bank is relieved of all liability for items lost in the U.S. Mail, or otherwise, or not called for by the depositor.

6-38

Number of Signatures Required 2 TAX ACCT. NUMBER 0796600038

ANY TWO JOINTLY

Checks to be signed by nos. _____ Checks to be countersigned by nos. _____

AUTHORIZED SIGNATURES:

1. Nicholas Anton — PRESIDENT (Title)

2. Samuel — SECRETARY (Title)

3. Cliff Hochfelt — CHAIRMAN (Title)

4. Thomas Englert — DIRECTOR (Title)

5. _____ (Title)

(OVER)

PLF'S EX. 33 (cont'd)
11/30/82 P.P.

A 1450

Plaintiff's Exhibit 33

TO BANK OF AMERICA
NATIONAL TRUST AND SAVINGS ASSOCIATION

RESOLVED: That this organization establish in its name one or more deposit accounts with the Bank of America National Trust & Savings Association upon such terms and conditions as may be agreed upon with said bank and that the PRESIDENT (Title) and SECRETARY (Title) of this organization be and they are hereby authorized to establish such an account.

RESOLVED: That ANY TWO JOINTLY

NICHOLAS ANTON (Print or Type) — PRESIDENT (Title)

and/or SAUL WALLER (Print or Type) — SECRETARY (Title)

and/or ODIF PODELL (Print or Type) — CHAIRMAN (Title)

and/or SIMON SRYBNIK (Print or Type) — DIRECTOR (Title)

and/or _____ (Print or Type) — _____ (Title)

of this organization be, and they are hereby authorized to draw checks on said account of this organization, signed as provided herein with signatures duly certified to said bank by the Secretary of this organization and said bank is hereby authorized to honor and pay any and all checks so signed, including those drawn to the individual order of any officer or other person authorized to sign the same.

I hereby certify that the foregoing is a full, true and correct copy of the resolution duly and regularly adopted by the Board of the ON CORPORATION on the 7 day of JANUAR, 19 72, and that the signatures appearing on the reverse side of this card are the signatures of the persons duly authorized to withdraw funds of said organization from said bank in accordance with the above resolution until such authority is revoked by giving written notice thereof to said bank signed by the officers of said organization thereunto duly authorized by its Governing Body.

WITNESS my hand and seal of the organization.

(SEAL) S W _____ (Signature) Secretary

We hereby certify the foregoing to be correct. (FOR LODGE, ASSOCIATION)

1. _____ (Retiring Officer) (Title) 2. _____ (Retiring Officer) (Title)

FOR BANK USE ONLY

Previous Bank or Branch _____ Savings Account _____

Opened By _____ Original Opening Date _____ Amount _____

Closed By _____ Date Closed _____ Reason _____

TEL-100 10-68

A 1451
PLAINTIFF'S EXHIBIT 35

Pl's Wallace Ex 1 for id
2/23/73
Cas

EON CORPORATION 1971 ANNUAL REPORT

for period ending February 28, 1971

(With references to American Marc
Division therein)

A 1452

Plaintiff's Exhibit 55

PORTION OF THE MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF EON CORPORATION, HELD ON AUGUST 17, 1971.

The contract dated July 30, 1971 with Milton J. Wershow Company was submitted for approval. James Leonard was authorized to negotiate this contract at a prior meeting of the Board of Directors in accordance with the request of the First National City Bank to liquidate the Eon Corporation obligation to them. The American Mare line with inventories will be offered for sale in entirety at the auction sale. The price is to be negotiated by members of the Board of Directors.

With the phasing out of the American Mare Division, Mr. Anton raised a question related to the future billing of the American Mare Division and stated that his office in New York would be able to handle all the necessary billing just as soon as he can arrange approval with DECAS. Any and all further billing and payments of invoices are to be made through the New York office and the Bankers Trust Company account will be used for all receipts and disbursements.

A 1453

Plaintiff's Exhibit 35

PORTION OF THE MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF EON CORPORATION HELD ON OCTOBER 19, 1971.

Mr. Podell, the Chairman of the meeting opened the meeting and requested a report on the American Marc liquidation and then reviewed the current status of the division. Mr. Leonardreported to the Board that the first 150 units had been completed by Teledyne in South Carolina and were presently under inspection.

The Chairman then requested a review of the status of the existing contract with the government and requested as to what personnel would be necessary in order to monitor the remaining contract. The Chairman further advised that as to the accounting records, preparations are being made for an audit up to date and upon completion thereof the records would be shipped to Brooklyn. Mr. Wallach would be requested to come East to establish the billing procedures from Brooklyn in connection with the contract.

Insofar as the parts business was concerned all inventories are to be shipped to Brooklyn . All purchasing

records and engineering and other documents will be provided in connection with the Parts Department so that any orders received by American Marc could be delivered with the greatest of ease. The plant on the West Coast would be shut down and Mr. Leonard would be responsible for maintaining laison in connection with the existing contract of other remaining personnel to be discharged.

The President Mr. Nicholas Anton indicated that the DeCasa agency in New York had been alerted as to the sub-contract of the contract of Teledyne and had requested a current financial statement of Eon Corporation.

Mr. Anton also reported on the auction sale conducted by Milton J. Wershow Company which brought a net amount after expenses of $175,000. Of this $100,000 has already been paid directly to the bank andthe remaining balance would also be paid to the bank.

A 1455

Plaintiff's Exhibit 35

Corporate Banking Resolution

I, Saul Waller

Secretary of Eon Corporation

a corporation duly organized and existing under the laws of New York, described herein as "this corporation," hereby certify that the following is a true copy of resolutions duly adopted by the Board of Directors of this corporation at a meeting duly held, a quorum being present, on November 22, 1971, that such resolutions are in conformity with the certificate of incorporation and by-laws of this corporation, neither of which requires or provides for any vote or consent of shareholders to authorize the adoption of such resolutions, or any of them, and that such resolutions are now in full force and effect:

"RESOLVED, that this corporation borrow from time to time from BANKERS TRUST COMPANY, New York, N. Y., and that any Two jointly (INSERT NUMBER) of the following officers: (Insert titles but not names of officers)

Nicholas Anton - President
Saul Waller - Secretary
Odif Podell - Treasurer
M. James Leonard - Vice President
Melvin Srybnik - Vice President

is/are authorized to execute and deliver any drafts, notes, agreements, trust receipts or other documents or instruments in connection with any such transaction or any other liability of this corporation, and to endorse for discount or otherwise negotiable or non-negotiable instruments held by this corporation; and

"FURTHER RESOLVED, that this corporation borrow and/or obtain credit in United States dollars or any foreign currency (including all manner of credits and/or letters of credit) from time to time from BANKERS TRUST COMPANY, New York, N. Y., and that the officers specified in the preceding resolution is/are authorized to open deposit accounts in foreign currencies with any depositary, to purchase, sell, transfer or dispose of for present or future delivery foreign moneys, credits or exchange on deposit or otherwise and all manner of instruments representative thereof by endorsement or otherwise, and to execute and deliver any agreements or instruments relating to any such transactions, and

"FURTHER RESOLVED, that, from time to time, any property of any sort of this corporation may be pledged, mortgaged, assigned or subjected to a security interest or lien as security for any liability of any sort of this corporation and that the said officer(s) acting as above specified is/are authorized to take any action and to execute and deliver any agreements or instruments relating to any such pledges, mortgages, assignments, security interests, or liens.

"FURTHER RESOLVED, that said BANKERS TRUST COMPANY may act upon the authority of these resolutions and rely upon the certifications made herein until receipt by it of a certification of superseding resolutions or of amendments to the certificate of incorporation or by-laws of said corporation purporting to be signed by the secretary of this corporation."

I further certify that the officers of this corporation are as follows:

NAME	TITLE
Nicholas Anton	President
Saul Waller	Secretary
Odif Podell	Treasurer
M. James Leonard	Vice President
Melvin Srybnik	Vice President

This resolution pertains only to the EON Corporation - American Marc Division
Account number 21-41559476

IN WITNESS WHEREOF, I have hereunto subscribed my signature and affixed the seal of this corporation this 22nd day of November, 19 71.

[SEAL]

* If the Secretary under the powers conferred by the above resolutions is authorized to act alone, the certification of the resolutions must be confirmed below by another officer.

Confirmed:

(OFFICIAL TITLE)

A 1456

Plaintiff's Exhibit 55

Chemical Penn. Int'l

DEPOSIT ACCOUNT

I, Saul Waller,
Secretary of Eon Corporation

a corporation duly organized and existing under the laws of New York, described herein as "this corporation," hereby certify that the following is a true copy of resolutions adopted by the Board of Directors of this corporation at a meeting duly held, a quorum being present, on November 22 19 71 and that such resolutions are now in full force and effect:

"*RESOLVED*, that BANKERS TRUST COMPANY, New York, N. Y., is designated a depositary of this corporation; and

"*FURTHER RESOLVED*, that all drafts, checks and other instruments or orders for the payment of money drawn against the account or accounts of this corporation with said depositary shall be signed by any 2 (INSERT NUMBER) jointly of the following: (Insert titles but not names of officers)

Nicholas Anton - President
Saul Waller - Secretary
Odif Podell - Treasurer
M. James Leonard - Vice President
Melvin Srybnik - Vice President

; and

"*FURTHER RESOLVED*, that said depositary is authorized to place to the credit of the account, or any of the accounts, of this corporation, funds, drafts, checks or other property by whomever delivered to said depositary for deposit for account of this corporation, endorsed with the name of this corporation by rubber stamp, facsimile, mechanical, manual or other signature (and any such endorsement by whomever affixed shall be the endorsement of this corporation), or otherwise endorsed, or unendorsed, provided that if any such item shall bear, or be accompanied by, directions (by whomever made) for deposit to a specific account, then such deposit shall be to the credit of such specific account; and

"*FURTHER RESOLVED*, that said depositary is hereby directed to accept, and/or pay and/or apply any draft, check, instrument or order for the payment of money, or any proceeds thereof, drawn on such account or accounts when signed as required by these resolutions without limit as to amount, without inquiry, and without regard to the disposition of any such item or any proceeds thereof, and said depositary shall not be liable in connection therewith notwithstanding that such item may be payable to the order of a person whose signature appears thereon or of any other officer or officers, agent or agents of this corporation, or such item or any proceeds thereof may be used or disposed of for the personal credit or account of any such person or persons, officer or officers, agent or agents with the depositary or otherwise or in payment of the individual obligation of any such person or persons, officer or officers, agent or agents to the depositary or otherwise."

I further certify that the following persons hold in this corporation the positions indicated below:

NAME	TITLE
Nicholas Anton	President
Saul Waller	Secretary
Odif Podell	Treasurer
M. James Leonard	Vice President
Melvin Srybnik	Vice President

This resolution pertains only to the EON Corporation - American Marc Division
Account number 21-41559476

IN WITNESS WHEREOF, I have hereunto subscribed my signature and affixed the seal of this corporation this 22nd day of November, 19 71

(SEAL)

.....

*If the Secretary under the powers conferred by the above resolutions is authorized to sign alone, the certification of the resolutions must be confirmed below by another officer.

Confirmed:.....
(OFFICIAL TITLE)

F 4572
AUG 4 65

A 1457

Plaintiff's Exhibit 35

DEPOSIT ACCOUNT

I, Saul Waller,
Secretary of Eon Corporation,
a corporation duly organized and existing under the laws of New York, described herein as "this corporation," hereby certify that the following is a true copy of resolutions adopted by the Board of Directors of this corporation at a meeting duly held, a quorum being present, on November 22, 19 71 and that such resolutions are now in full force and effect:

"RESOLVED, that BANKERS TRUST COMPANY, New York, N. Y., is designated a depositary of this corporation; and

"FURTHER RESOLVED, that all drafts, checks and other instruments or orders for the payment of money drawn against the account or accounts of this corporation with said depositary shall be signed by any 2 jointly (INSERT NUMBER) of the following: (Insert titles but not names of officers)

Nicholas Anton - President
Saul Waller - Secretary
Odif Podell - Treasurer
~~M. Lamoc Leonard - Vice President~~
Melvin Srybnik - Vice President

; and

"FURTHER RESOLVED, that said depositary is authorized to place to the credit of the account, or any of the accounts, of this corporation, funds, drafts, checks or other property by whomever delivered to said depositary for deposit for account of this corporation, endorsed with the name of this corporation by rubber stamp, facsimile, mechanical, manual or other signature (and any such endorsement by whomever affixed shall be the endorsement of this corporation), or otherwise endorsed, or unendorsed, provided that if any such item shall bear, or be accompanied by, directions (by whomever made) for deposit to a specific account, then such deposit shall be to the credit of such specific account; and

"FURTHER RESOLVED, that said depositary is hereby directed to accept, and/or pay and/or apply any draft, check, instrument or order for the payment of money, or any proceeds thereof, drawn on such account or accounts when signed as required by these resolutions without limit as to amount, without inquiry, and without regard to the disposition of any such item or any proceeds thereof, and said depositary shall not be liable in connection therewith notwithstanding that such item may be payable to the order of a person whose signature appears thereon or of any other officer or officers, agent or agents of this corporation, or such item or any proceeds thereof may be used or disposed of for the personal credit or account of any such person or persons, officer or officers, agent or agents with the depositary or otherwise or in payment of the individual obligation of any such person or persons, officer or officers, agent or agents to the depositary or otherwise."

I further certify that the following persons hold in this corporation the positions indicated below:

NAME	TITLE
Nicholas Anton	President
Saul Waller	Secretary
Odif Podell	Treasurer
~~M. Lamoc Leonard~~	~~Vice President~~
Melvin Srybnik	Vice President

This resolution pertains only to the EON Corporation - American Marc Division
Account number 21-41559476

IN WITNESS WHEREOF, I have hereunto subscribed my signature and affixed the seal of this corporation this 22nd day of November, 19 71

[SEAL]

.....
SECRETARY

*If the Secretary under the powers conferred by the above resolutions is authorized to sign alone, the certification of the resolutions must be confirmed below by another officer.

A 1458

Plaintiff's Exhibit 35

TYPE TITLE OF ACCOUNT: 41 559 476 CORPORATION, PARTNERSHIP OR UNINCORP. ASSN. ACCOUNT

EON CORPORATION AMERICAN MARC DIVISION

TYPE NAME AND TITLE OF SIGNERS		SPECIMEN SIGNATURES OF SIGNERS
Nicholas Anton	Pres.	
Saul Waller	Sec'y.	
Melvyn Srybnik	Vice Pres.	
Odif Podell	Treas.	

CAUTION: RULE OUT SPACES NOT USED.

BANKERS TRUST COMPANY, NEW YORK

Bankers Trust Company is hereby requested to open and maintain a checking account designated as above, which shall be governed by usual banking practices and by the Deposit Agreement set forth on the back hereof and any amendments thereto as provided therein. 2

I certify that the _____ persons whose specimen signatures
INSERT NUMBER
are set forth above hold the offices in the above-named organization set opposite their signatures, and that such specimen signatures are genuine and are the duly authorized signatures which you will recognize in payment of funds and transaction of other business for account of that organization of which I am an authorized official.

Date 12/21/71

Authorized Official

F 735C
ABC 8-71

OFFICE	DATE
A-21	

APPROVED—BANKERS TRUST COMPANY

DEPOSIT AGREEMENT

1. Deposits should be made at the office where the account is maintained, but may be made at any other office of the Bank provided, (a) the deposit ticket is clearly marked to show the office at which the account is maintained, and (b) the Bank will not be responsible for any delay in crediting the account with any such deposit if the deposit ticket has not been properly marked or filled in.

2. All items cashed for the depositor or deposited in this account (whether or not items are honored against such deposit) will be handled by the Bank as agent for the depositor subject to charge-back or refund if for any reason final payment is not received in cash or unconditional credit accepted by the Bank. Similarly, any item drawn on the Bank and cashed for the depositor or deposited in this account will be subject to charge-back or refund if for any reason such item is found not payable before the close of business on the second banking day next following the day it was cashed or deposited.

3. The Bank will not be responsible if it honors any check more than 14 days after receipt of an oral order to stop payment on such check or more than 6 months after receipt of a written order to stop payment on such check, or if, through inadvertence, accident or oversight, it prematurely honors any post-dated check. Within such times the Bank will endeavor to honor all such stop payment orders but will not be responsible if, with the exercise of ordinary care, it nevertheless honors such check.

4. The account will be subject to the Bank's service charges as in effect from time to time.

5. If claim is made to the Bank for the recovery of any part of any collected item (including any item cashed for the depositor) after final payment thereof, on the ground that such item was altered or bore a forged or unauthorized endorsement or was otherwise not properly payable, the Bank may withhold the amount thereof from the account until final determination of such claim.

6. Statements will be rendered periodically and the correctness thereof shall be deemed admitted unless notice of discrepancy is given within 30 days after receipt of the statement or the Bank otherwise makes it available in a reasonable manner.

7. This agreement may be amended or supplemented by the Bank at any time or times by mailing appropriate notice thereof to the depositor at his last address of record or by posting notice thereof for a reasonable time in any conspicuous place at the office where the account is maintained.

8. No waiver or modification hereof shall be deemed to be made by the Bank unless in writing and signed on behalf of the Bank; and each waiver or modification, if any, shall apply only to the specific instance involved.

9. This agreement is made in the State of New York and shall be governed by the laws of the State of New York.

A 1459

Plaintiff's Exhibit 35

PORTION OF THE MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF EON CORPORATION
HELD ON JANUARY 21, 1972

Mr. Leonard reported to the Board that the operations at the American Marc Division in Los Angeles, California, ceased operations as of December 31, 1971. The Chairman then advised the Board that a determination was required to be made in connection with the storage of the inventories and Product lines of American Marc.

A discussion then followed amongst members of the Board as to the inventory and the Board authorized Mr. Leonard to enter into negotiations with Teledyne Corporation to move the spare parts inventories of American Marc to the premises of Teledyne Corporation on a consignment basis and to permit Teledyne to sell the inventory and as and for their compensation to receive 50% of the proceeds from such sale. It was agreed that the Product

line of the American Marc would be retained at the plant in hopes of securing a buyer. In the event they would not be sold, then the Product lines would either be shipped to Brooklyn for storage or arrangements made, if possible, with Teledyne to store the same on consignment withTeledyne. It was also agreed that all accounting and bookkeeping records of American Marc be sent in good order to Brooklyn with the exception of those more current records needed for the audit by the Defense Contract Administration, Service Region, Los Angeles, of invoices for advanced payments. These current records will be maintained at the offices of Miller & Co. All bank accounts in California pertaining to American Marc will be closed by January 28, 1972 and the balances deposited in the American Marc Bankers Trust, New York City account. All payments are to be made from Brooklyn upon instructions from Los Angeles, in order to simplify accounting certification.

The next matter brought before discussion was the real property located in Los Angeles, California which formerly housed the operations of American Marc. Mr. Anton advised the Board that at least four real estate brokers had indicated to Mr. Leonard that they were interested in selling the property and that the property was worth, in their opinion, between $400,000.00 and $500,000.00.

Upon motion duly made, seconded and unanimously passed, it was

RESOLVED, that EON Corporation sell the land and buildings located in Los Angeles, California, which formerly housed the American Marc Division for not less than $450,000.00, net of brokerage commission. Such sale subject, however, to the approval and consent of the First National City Bank and that any broker handling the property for sale be directed to advise all customers that any sale or agreement for sale is subject to the approval of the Board of Directors of EON and the First National City Bank.

Mr. Leonard then advised the Board of his resignation as a member of the Board of Directors of EON and as Vice-President of EON and gave the Board the reasons for such resignation.

A discussion then followed among members of the Board and upon motion duly made, seconded and unanimously passed, it was

RESOLVED, that the Board of Directors does hereby accept the resignation of James Leonard, as Officer and Director of EON Corporation and the Board of Directors does hereby thank Mr. Leonard for the herculean services rendered by him in the past to EON Corporation, and it is further

RESOLVED, that James Leonard be and he is hereby retained as a consultant to EON Corporation, at a salary of $1,000.00 per month. He has already received payment for his services to the end of May 1972. Subject to the directions of the Board of Directors, it is envisaged that his services will be required

to the end of December 1972, and it is further

RESOLVED, that Eugene Starr be and he is hereby appointed a director in lieu and in place of James Leonard, to serve in such capacity as provided for by the by-laws of this corporation and the Certificate of Incorporation of this corporation.

A 1463

Plaintiff's Exhibit 35

EON CORPORATION

175 PEARL STREET • BROOKLYN, N. Y. 11201 • 212 858-0250

January 26, 1972

Mr. James Leonard
American Marc
8831 So. Aviation Boulevard
Inglewood, California 90301

Dear Jim,

Your letter to Odif of January 24th is acknowledged. I do not have a copy of your letter to Odif of January 21, and Odif being out of town makes it impossible for me to comment. For the minutes I wanted to have just a plain two (2) sentences letter which I could acknowledge with thanks.

With reference to point 2 of your letter the board or I have and had no intention for you to understand that we were offering an employment contract. My statement was very simple e.i. to continue your employment as a consultant at the rate ($1000.00 - per month) you are receiving now for the balance of 1972. Your continued employment as a consultant will depend, like that of any other employee of the corporation, on your performance. I only mentioned the one year period to indicate that I did not at the time envisage your continuing as a consultant beyond December 1972. Conditions may arise, I do hope so, which would make it desirable to continue our relation much beyond that time but I feel that our present problems will be resolved by then.

Kindest regards.

Sincerely,
EON CORPORATION

Nicholas Anton,
President

NA/hd

P.S. Please request authorization for expenses, before you incurr them.

A 1464

Plaintiff's Exhibit 35

AMERICAN MARC
DIVISION EON CORPORATION

8851 SOUTH AVIATION BLVD., INGLEWOOD, CALIFORNIA 90301

AREA CODE 213 PHONE XXXXXX
776-2700

January 24, 1972

Mr. Odif Podell
EON Corporation
175 Pearl Street
Brooklyn, New York 11201

Dear Sirs:

This letter is to confirm the following:

1. The Board of Directors has accepted my resignation from the Board per my letter to you on January 21.

2. The Board of Directors and Mr. Anton, President of EON, has asked the writer to continue under contract for one year through December 31, 1972 as a Consultant at $12,000.00 per year, plus expenses.

I certainly appreciate these actions by the Board and will do my best on the assignments which they have given me.

Sincerely yours,

M. J. Leonard

MJL:ir

cc: Messrs. N. Anton
S. Srybnik

A 1465

Plaintiff's Exhibit 35

EON CORPORATION

175 PEARL STREET • BROOKLYN, N. Y. 11201 • 212 858-0250

August 21, 1972

NOTICE OF MEETING OF THE BOARD OF DIRECTORS
OF EON CORPORATION

Mr. Odif Podell
Mr. Nicholas Anton
Mr. Eugene Starr
Mr. Simon Srybnik
Mr. Melvin Srybnik
Mr. Saul Waller

Please be advised that a meeting of the Board of Directors of EON Corporation is to be held on Thursday, August 24, 1972 at 10:00 A.M. at the office of Feldshuh & Frank, 144 East 44th Street, New York, New York 10017 for the purpose of discussing an answer to the ten (10) day cure letter received from the Army Mobility Command, St. Louis with reference to Contract #DAAK01-69-C-A359 and any other matters which may be properly presented to the Board.

EON CORPORATION

Odif Podell by
Nicholas Anton

Odif Podell, Chairman

c.c. Sidney Feldshuh, Esq.
Martin Frank, Esq.

A 1466

Plaintiff's Exhibit 35

PORTION OF THE MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF EON CORPORATION, HELD ON OCTOBER 25, 1972.

Mr. Anton also reported that a telegram had been sent by the corporation to DiCasa advising of the company's intention to file a Chapter XI if the government cancels American Marc's contract 15KW for default. Mr. Anton also announced that the company was momentarily accepting advice from the legal department of DiCasa relative to this matter.

The president then announced that there was a break into the premises at American Marc's building in Los Angeles, California and there was some destruction of electric lines and other property belonging to the building. Mel Srybnik will be instructed to file a claim for damages with the appropriate insurance company.

Mr. Anton reported that the First National City Bank, Montague Street Branch had requested that Eon Corporation deliver to them a deed covering the American Marc real estate in Los Angeles. The Board authorized the President to voluntarily deliver a deed to the bank as requested.

The President of the Corporation then announced that the corporation was in receipt of a letter from Teledyne cancelling its consignment contract with Eon for its parts inventories which were shipped from California and received damaged.

A 1468
PLAINTIFF'S EXHIBIT 36

PLT'F'S EX. 5 H (a.d)
11/30/72 N.?

AMERICAN MARC
DIVISION LTN CORPORATION

8831 SOUTH AVIATION BLVD. INGLEWOOD, CALIFORNIA 90301

AREA CODE 213 PHONE 678-7174

June 12, 1972

TO: M. J. Leonard

FROM: Jerry Davis

SUBJECT: Contract DAAK01-69-C-A359

Total Contract $3,642,623.75. -- Progress Payments received through number 30, $3,016,302.59. Shipments and engines repair $314,059.68. Balance due on Contract, $312,261.48.

TELEDYNE

Total Contract - 4355 Units at $360.00 per unit, total $1,567,800. Total payments through April 13, 1972, $594,000.00-- Balance on Contract $973,800.00.

A 1469

PLAINTIFF'S EXHIBIT 37

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

41 559 476

EON-CORP AMERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

2

21

FOR THE PERIOD 11/12 TO 12/10/71

BALANCE FROM LAST STATEMENT 95,500.00

CHECKS AND OTHER CHARGES	DEPOSITS AND OTHER CREDITS	DATE	BALANCE
		11/24	88,000.00
7,500.00			
	MONTH END BALANCE		88,000.00
6,515.04		12/02	81,484.96
		12/10	81,484.96

SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAI

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY, IN WRITING, OF ANY EXCEPTIONS.

A 1470

Plaintiff's Exhibit 57

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

FOR THE PERIOD 12/11 TO 1/12/72

01 559 476
3

FCN-CORP AMERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

BALANCE FROM LAST STATEMENT 81,484.96

21

CHECKS AND OTHER CHARGES			DEPOSITS AND OTHER CREDITS	DATE	BALANCE
29,964.52	MRS			12/16	51,520.44
3,000.00	DEA			12/24	48,520.44
			MONTH END BALANCE		48,520.44
6,807.97	CW			1/10	41,712.47
				1/12	41,712.47

Ledger
45704 73
2815 25 - 12/8 outstanding
48520.44 → Balance 12/31/71
6807 97 - 1/6 check
41712.47

SC - SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAFT

T 4
D6306 B

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company.

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY, IN WRITING, OF ANY EXCEPTIONS.

A 1471

Plaintiff's Exhibit 37

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

41 559 476

3

EON-CORP AMERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

FOR THE PERIOD 1/13 TO 2/10/72

BALANCE FROM LAST STATEMENT 41,712.47

21

CHECKS AND OTHER CHARGES		DEPOSITS AND OTHER CREDITS	DATE	BALANCE
2,000.00 ✓	2,815.71 ✓		1/14	36,896.76
923.04 ✓			1/26	35,973.72
			2/10	35,973.72

W

Pat

Reckoned on February 31st 94

31973.72
- 315.94
32813.78

Bal on Statement

SC - SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAI

T4

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional [illegible] as and accepted by Bankers Trust Company.

D6306 B

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY, IN WRITING, OF ANY EXCEPTIONS.

A 1472

Plaintiff's Exhibit 37

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

41 559 475

6

EON-CORP AMERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

FOR THE PERIOD 2/11 TO 3/10/72

BALANCE FROM LAST STATEMENT 35,973.72

21

CHECKS AND OTHER CHARGES			DEPOSITS AND OTHER CREDITS	DATE	BALANCE
705.02				2/24	35,268.70
2,000.00				2/28	33,268.70
			MONTH END BALANCE		33,268.70
44.40	61.74	285.59		3/01	32,876.97
63.19				3/06	32,813.78
				3/10	32,813.78

SC - SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAFT

T 4
D6306 B

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY, IN WRITING, OF ANY EXCEPTIONS.

A 1473

Plaintiff's Exhibit 57

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

FOR THE PERIOD
3/11 TO 4/12/72

41 553 474
2

FON-CORP AMERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

PREVIOUS STATEMENT 32,813.78

21

CHECKS AND OTHER CHARGES			DEPOSITS AND OTHER CREDITS	DATE	BALANCE
				3/16	26,813.78
6,000.00				3/22	16,813.78
10,000.00				4/12	16,813.78

SC - SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAFT

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company.

T 4

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY OF ANY DISCREPANCY

A 1474

Plaintiff's Exhibit 37

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

41 559 476
12

EON-CORP AMERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

FOR THE PERIOD 4/13 TO 5/10/72

BALANCE FROM LAST STATEMENT 16,813.78

21

CHECKS AND OTHER CHARGES			DEPOSITS AND OTHER CREDITS	DATE	BALANCE
2.00DM				4/13	16,811.78
			35,000.00	4/14	51,811.78
24.67	692.70	5,000.00		4/20	46,094.41
290.00	967.05			4/21	44,837.36
100.00	4,000.00			4/24	40,737.36
200.00	279.15			4/25	40,258.21
3,073.21				4/26	37,185.00
			MONTH END BALANCE		37,185.00
1,000.00				5/03	36,185.00
				5/10	36,185.00

36185.00
+319.31
34865.69

SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAFT

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company.

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY, IN WRITING, OF ANY EXCEPTIONS.

A 1475

Plaintiff's Exhibit 37

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

41 559 476
4

ECN-CORP AMERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

FOR THE PERIOD 5/11 TO 6/12/72

BALANCE FROM LAST STATEMENT 36,185.00

21

CHECKS AND OTHER CHARGES	DEPOSITS AND OTHER CREDITS	DATE	BALANCE
		5/11	34,865.69
1,319.31		5/16	33,854.39
1,011.30		5/25	249,854.39
	216,000.00	5/26	249,415.69
438.70		5/31	247,675.54
1,740.15		6/12	247,675.54

SC - SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDR.

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company.

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY, IN WRITING, OF ANY EXCEPTIONS.

A 1476

Plaintiff's Exhibit 87

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

41 559 476 EON-CORP AMERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

6/13 thru 7/13/72

247,675.54

21

CHECKS AND OTHER CHARGES			DEPOSITS AND OTHER CREDITS	DATE	BALANCE
500.00				6/13	247,175.54
30,000.00				6/14	217,175.54
900.00	1,839.00	3,600.00		6/16	210,836.54
1,176.00				6/19	209,660.54
50,000.00				6/22	159,660.54
50,000.00CC	95.00		81,448.90	6/26	191,014.44
480.14	58,000.00 — Pay			6/29	132,534.30
25,000.00	25,000.00		6,400.00	6/30	88,934.30
			MONTH END BALANCE		88,934.30
346.85	8,301.68	15,000.00 — Pay			
24,000.00				7/03	41,285.77
15,000.00	20,000.00			7/05	6,285.77
131.06				7/12	6,154.71
				7/13	6,154.71

6154.71
1550.91 — 0/S Checks
4603.80

SC - SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAFT

T 4
D6306B

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company.

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY, IN WRITING, OF ANY EXCEPTIONS.

A 1477

Plaintiff's Exhibit 57

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

41 555 476

ECA-CORP AMERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

FOR THE PERIOD 7/14 to 8/10/72

BALANCE FROM LAST STATEMENT 6,154.71

21

CHECKS AND OTHER CHARGES			DEPOSITS AND OTHER CREDITS	DATE	BALANCE
44.40 ✓	51.33 ✓	369.40 ✓		7/26	5,689.58
85.42 ✓				7/27	5,604.16
283.58 ✓				7/31	5,320.58
			MONTH END BALANCE		5,320.58
660.00 ✓				8/01	4,660.58
24.20 ✓				8/02	4,636.38
32.58 ✓				8/03	4,603.80
			3.64	8/10	4,607.44
			✓	8/10	4,607.44

4603.80
3.64
4607.44

SC - SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CD - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAF

T 4
DG106 B

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company.

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY IN WRITING OF ANY EXCEPTIONS

A 1478

Plaintiff's Exhibit 87

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

41 559 476

4

FUN-CORP AMERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

FOR THE PERIOD 8/11 TO 9/13/72

BALANCE FROM LAST STATEMENT 4,607.44

21

CHECKS AND OTHER CHARGES		DEPOSITS AND OTHER CREDITS	DATE	BALANCE
31.40 ✓			8/15	4,576.04
46.64 ✓	297.35 ✓		8/17	4,232.05
200.00 ✓			8/18	4,032.05
			9/13	4,032.05

W

075

BSA

SC - SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAFT

T 4

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company.

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY IN WRITING OF ANY EXCEPTIONS

A 1479

Plaintiff's Exhibit 57

BANKERS TRUST COMPANY

NEW YORK

STATEMENT OF ACCOUNT

41 559 476

ELN-CORP AMERICAN MARC
DIVISION
175 PEARL STREET
BROCKLYN NY 11201
ATT MRS ANTON

9/14 to 10/12/72

4,032.05

21

CHECKS AND OTHER CHARGES	DEPOSITS AND OTHER CREDITS	DATE	BALANCE
	20.71	9/14	4,052.76
		10/12	4,052.76

SC - SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAFT

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company.

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY, IN WRITING, OF ANY EXCEPTIONS.

A 1480

Plaintiff's Exhibit 37

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

41 559 476

EON-CORP AMERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

FOR THE PERIOD 10/13 TO 11/13/72

BALANCE FROM LAST STATEMENT 4,052.76

21

CHECKS AND OTHER CHARGES			DEPOSITS AND OTHER CREDITS	DATE	BALANCE
			115.26	11/02	4,168.02
				11/13	4,168.02

S - SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAFT

T 4

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company.

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY, IN WRITING, OF ANY EXCEPTIONS.

A 1481

Plaintiff's Exhibit 37

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

41 553 476

ECN-CORP AMERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

FOR THE PERIOD 11/14 TO 12/12/7

BALANCE FROM LAST STATEMENT 4,168.02

21

CHECKS AND OTHER CHARGES	DEPOSITS AND OTHER CREDITS	DATE	BALANCE
		12/12	4,168.02

SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAFT

T 4

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company.

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY, IN WRITING, OF ANY EXCEPTIONS.

A 1482

Plaintiff's Exhibit 37

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

41 559 476

ECN-COPP AMERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

12/13 to 1/11/73

BALANCE FROM LAST STATEMENT 4,166.02

21

CHECKS AND OTHER CHARGES			DEPOSITS AND OTHER CREDITS	DATE	BALANCE
				1/11	4,166.02

SC - SERVICE CHARGE - PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAFT

T 4
0067

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company.

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY, IN WRITING, OF ANY EXCEPTIONS.

A 1483

Plaintiff's Exhibit 37

BANKERS TRUST COMPANY
NEW YORK

STATEMENT OF ACCOUNT

41 559 476

FCN-CORP [illegible]ERICAN MARC
DIVISION
175 PEARL STREET
BROOKLYN NY 11201
ATT MRS ANTON

1

FOR THE PERIOD 1/12 TO 1/22/73

BALANCE FROM LAST STATEMENT 4,168.02

21

CHECKS AND OTHER CHARGES			DEPOSITS AND OTHER CREDITS	DATE	BALANCE
4,168.02				1/22	.00
				1/22	.00

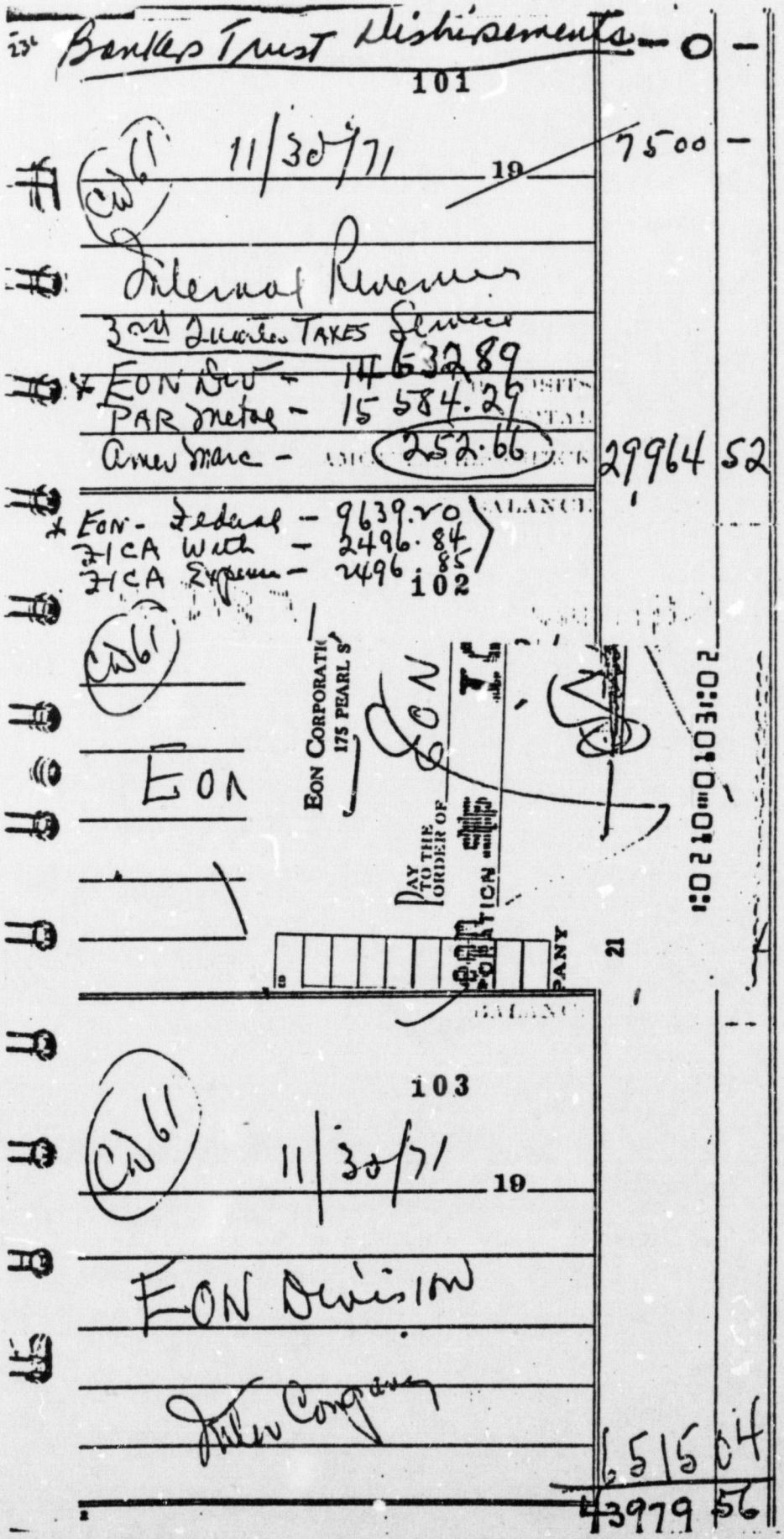
SERVICE CHARGE (PREVIOUS MONTH'S ACTIVITY) DM - DEBIT MEMO CC - CERTIFIED CHECK CM - CREDIT MEMO OD - OVERDRAFT

T 4
2067

All items are credited subject to final collection and receipt of proceeds in cash or by unconditional credit to and accepted by Bankers Trust Company.

PLEASE EXAMINE STATEMENT AND ADVISE US PROMPTLY, IN WRITING, OF ANY EXCEPTIONS.

A 1484
PLAINTIFF'S EXHIBIT 38



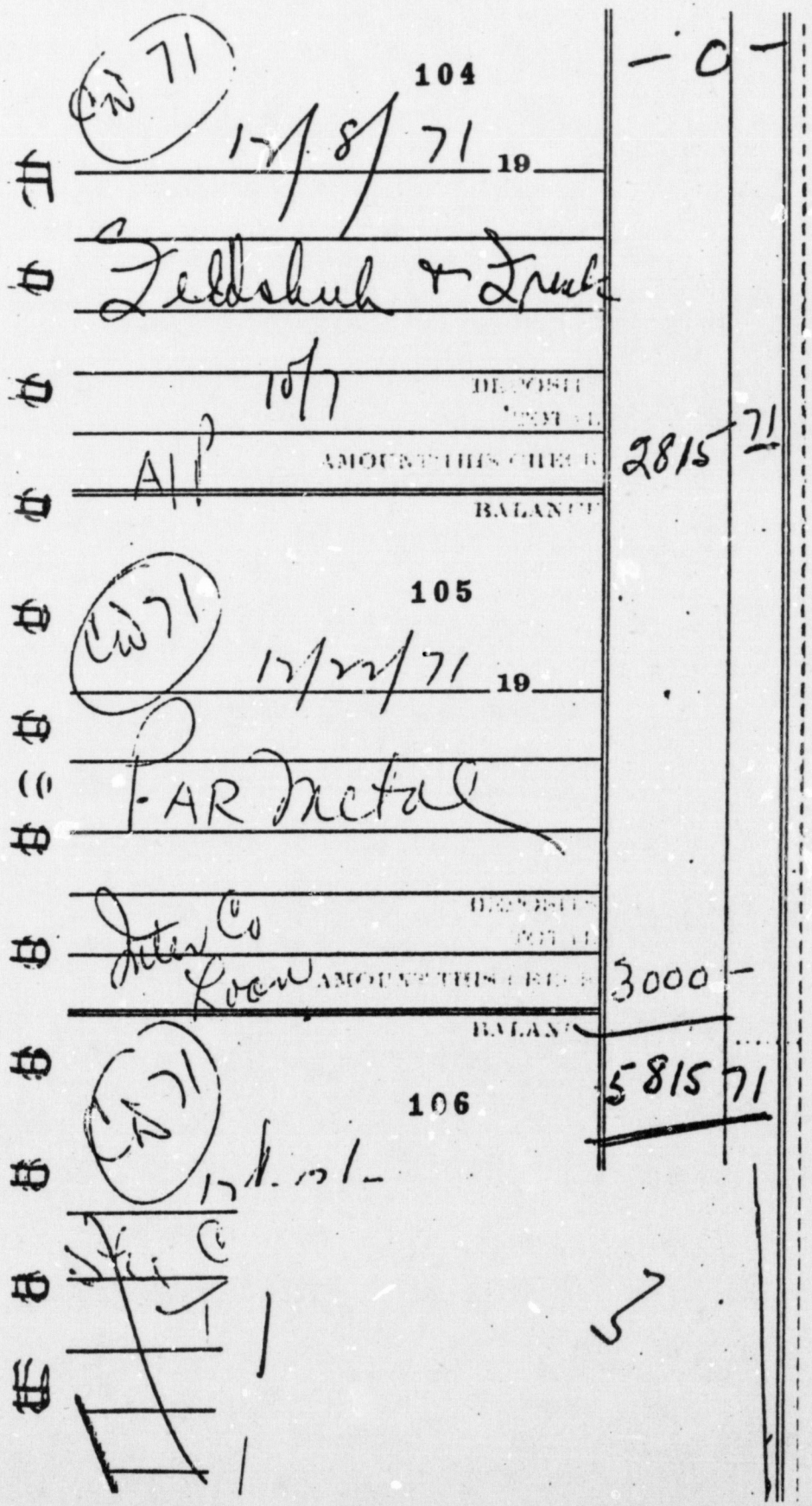
A 1485

Plaintiff's Exhibit 38

Balance	50 —	
Deposit 11/10/71	95 000 —	
	95 500 —	
Disbursed	43 979 56	
Balance as of 12/1/71	51,520 44	
December Disbursed	5815 71	
Balance 1/1/72	45,704 73	

A 1486

Plaintiff's Exhibit 38



A 1487
Plaintiff's Exhibit 38

107

1/6/72 19

EON Corp

a/c Receivables

Inv # 85179

DEPOSITED IN THIS CHECK

BALANCE

— 0 —

6807 97

108

1/1/72 19

Feds Chinese

Zampano, Falcon +

To others

AMOUNT OF THIS CHECK

BALANCE

a/c Pay

2000 —

8807 97

109

1/20 19 72

Chase Manhattan

9234 04

All

9731 01

A 1488

Plaintiff's Exhibit 38

John Rt Bat

45704 73

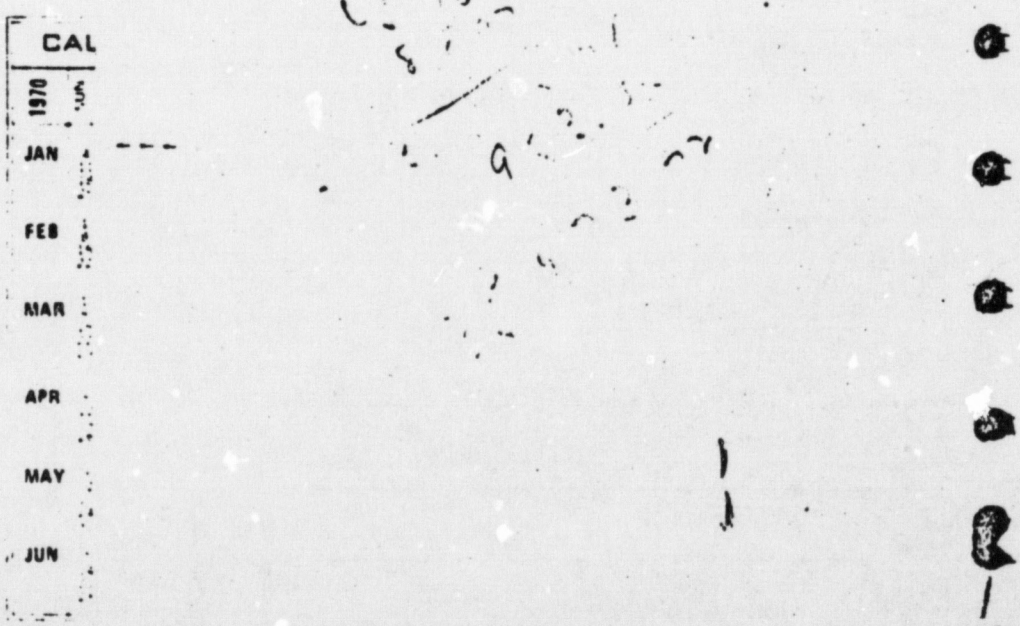
Q73101

Disbursed

35 97372

Bat

2/1/72



A 1490
Plaintiff's Exhibit 38

1970

2/1 Balance 35,973.72

CAL

1970

JAN

FEB

MAR

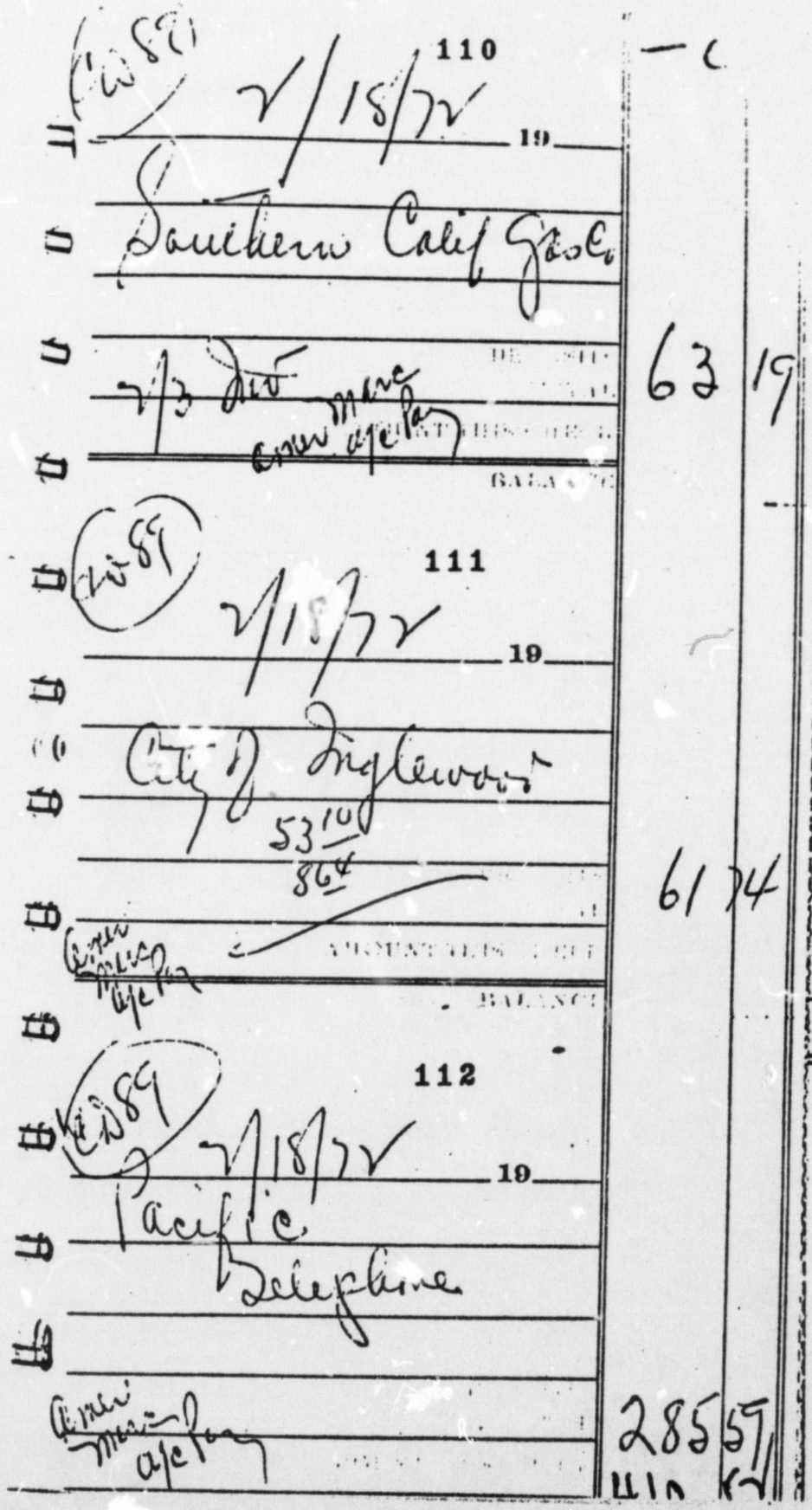
APR

MAY

JUN

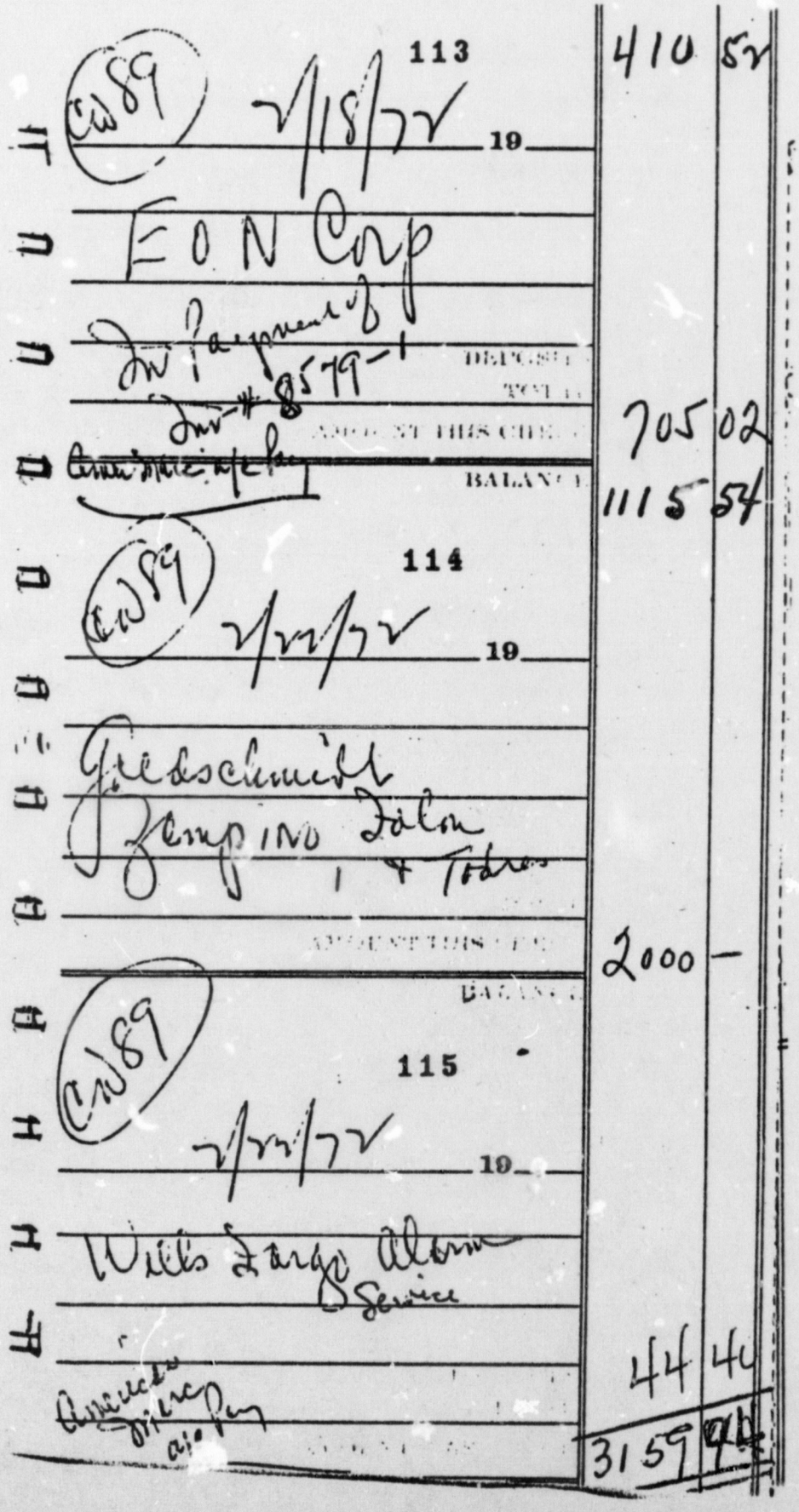
A 1489

Plaintiff's Exhibit 38



A 1491

Plaintiff's Exhibit 38



A 1492

Plaintiff's Exhibit 38

2/1 Balance 359737

31594

3781778

3/1 Balance 3/1/72

CAL

1970

JAN

FEB

MAR

APR

MAY

JUN

A 1493

Plaintiff's Exhibit 38

CW 13	116 3/14/57 19		— 0 —
	Par Metal Products		
	Loan	DEPOSITS TOTAL AMOUNT THIS CHECK	6000 —
		BALANCE	
CW 13	117 3/17/57 19		
	EON Corporation		
	for Note & Services	AMOUNT THIS ITEM	10,000 —
		BALANCE	16000 —
CW 20	118		
	4/15/57 - Service Charge for Denominations of Deposited Items		— 0 — 2 02
CW 20	ABC Air Freight		
	April 1957 43		24 67
		BALANCE	

A 1494

Plaintiff's Exhibit 38

3/1/72 Bal ~~32,813.78~~

W. 32813.78

Disbursed 16000.—

Balance 4/1/72 > 16,813.78

4/14 Deposit 35,000 —

CAL

1970

JAN

FEB

MAR

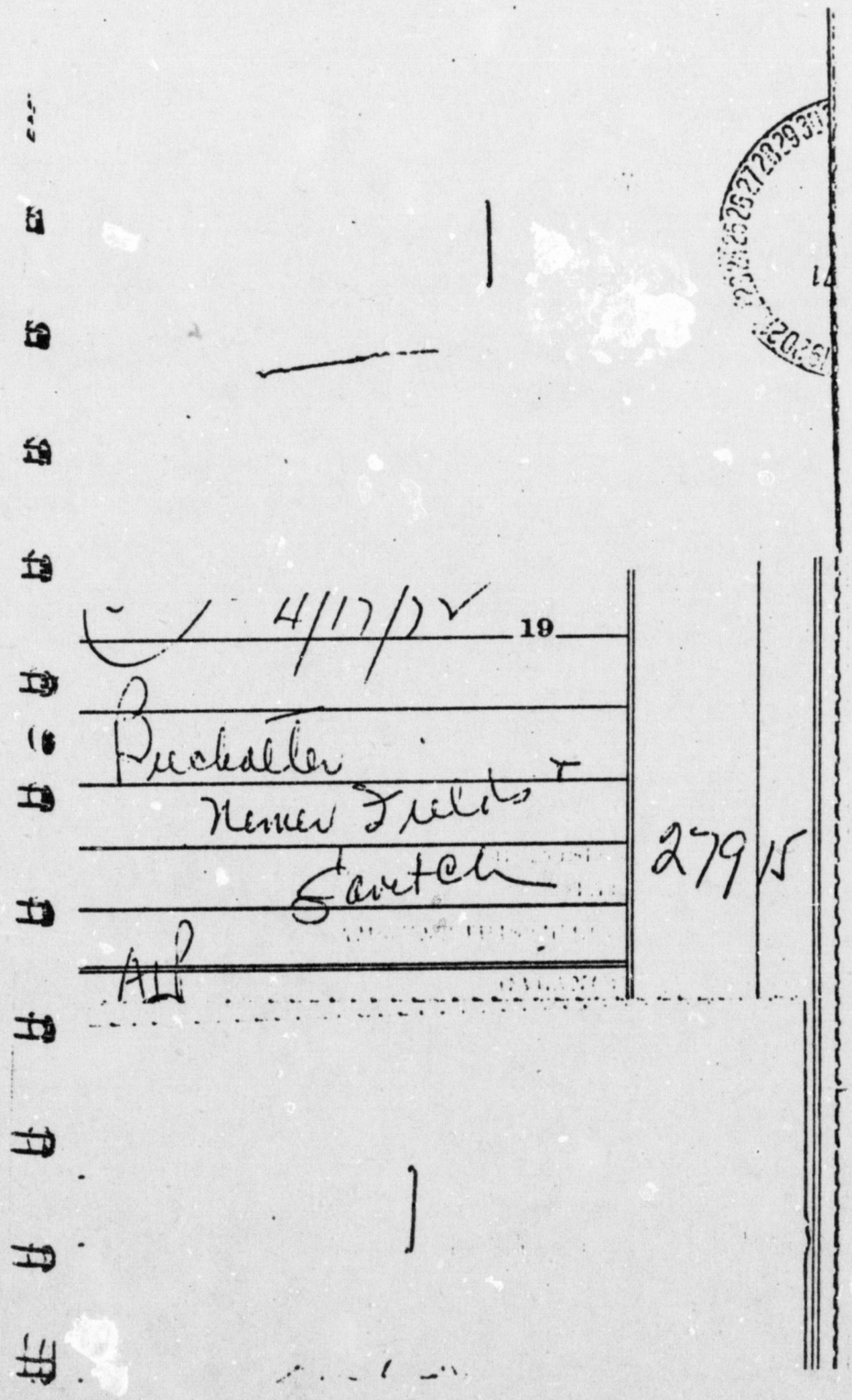
APR

MAY

JUN

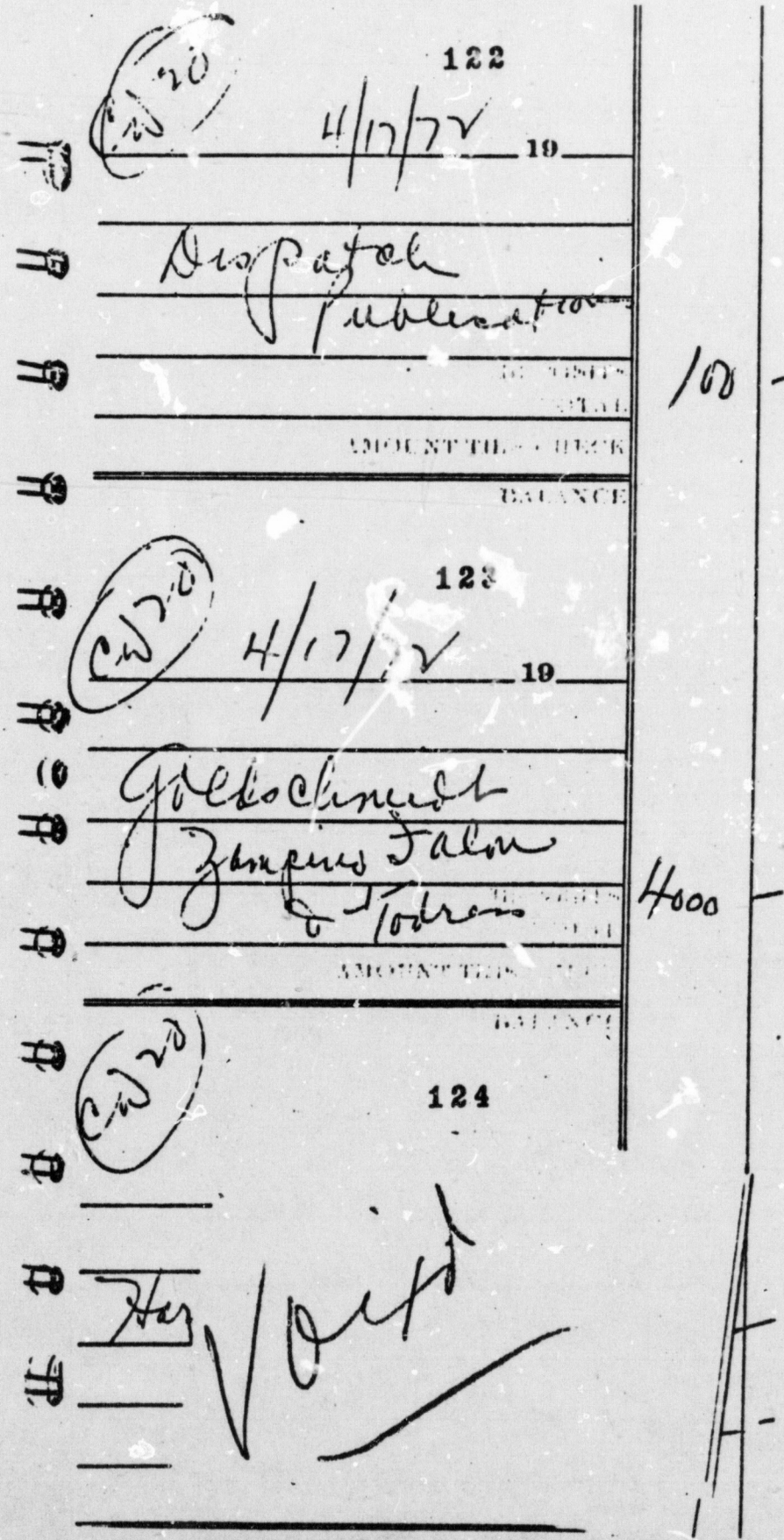
A 1494 a

Plaintiff's Exhibit 38



A 1495

Plaintiff's Exhibit 38



A 1496

Plaintiff's Exhibit 38

125

4/17/72

19

U.S. Trust Co

DEPOSITED TODAY

692 70

BALANCE

126

4/17/72

19

Chase Manhattan

134 57

832 50

DEPOSITED TODAY

967 05

AMOUNT THIS CHECK

BALANCE

127

4/17/72

19

Thomas Pitts

601562-622

790 —

A 1497
Plaintiff's Exhibit 38

128

4/17/72 19

National Stock Exchange

Rov — 9431 18

BALANCE

129

4/17/72 19

Feldshuh Bros

30732 1

V 50439

BALANCE

130

4/17/72 19

Random Printing

1000 —

3 5643 9

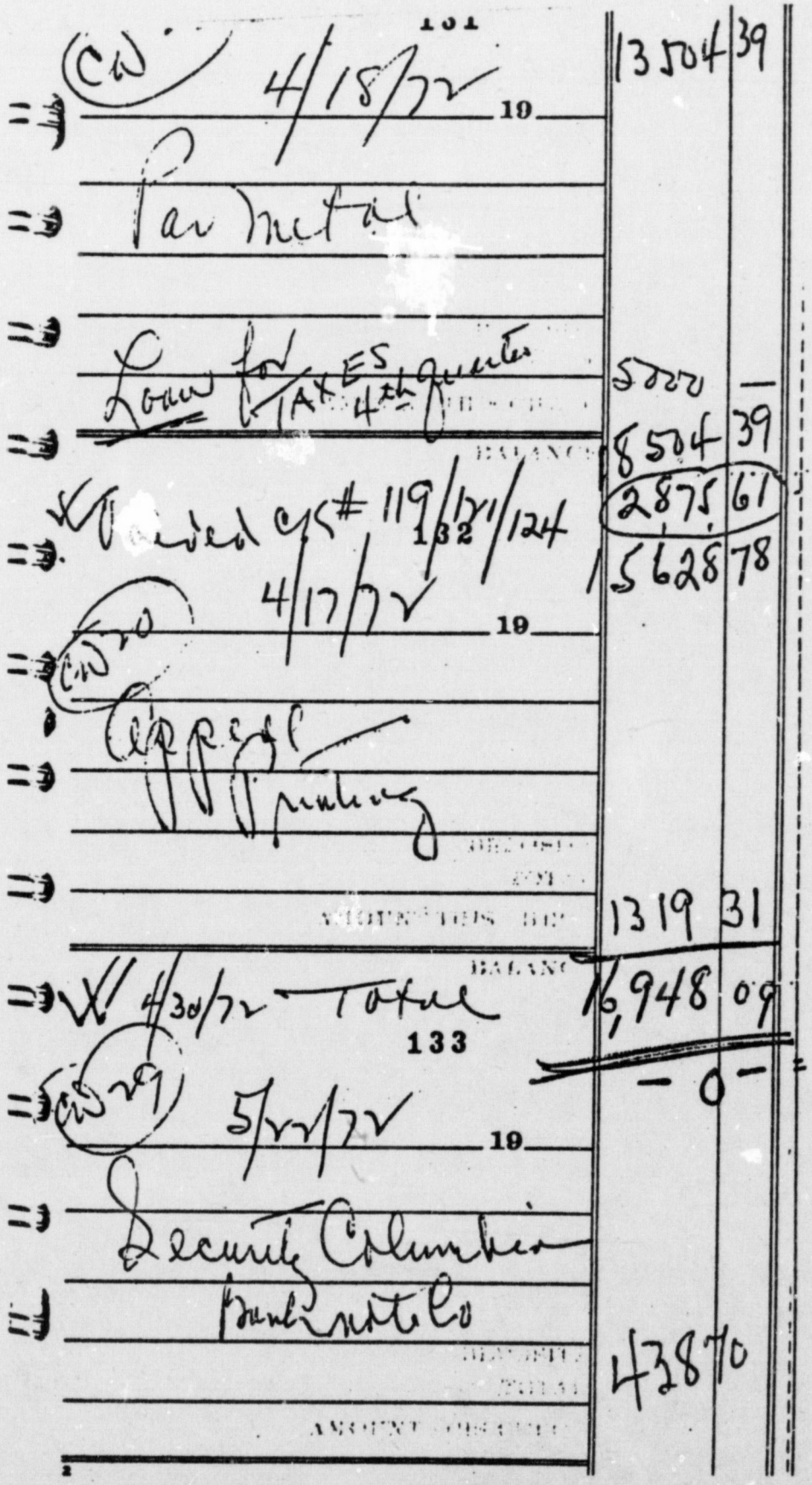
A 1497a

Plaintiff's Exhibit 38

4/1 Bal	16,813 75
Receipts	35000
	51813 75
Debt	17504 34
Bal	39,309 34

A 1498

Plaintiff's Exhibit 38



A 1499

Plaintiff's Exhibit 38

4/1 Balance 16813.78

Receipts 35000

51813 78

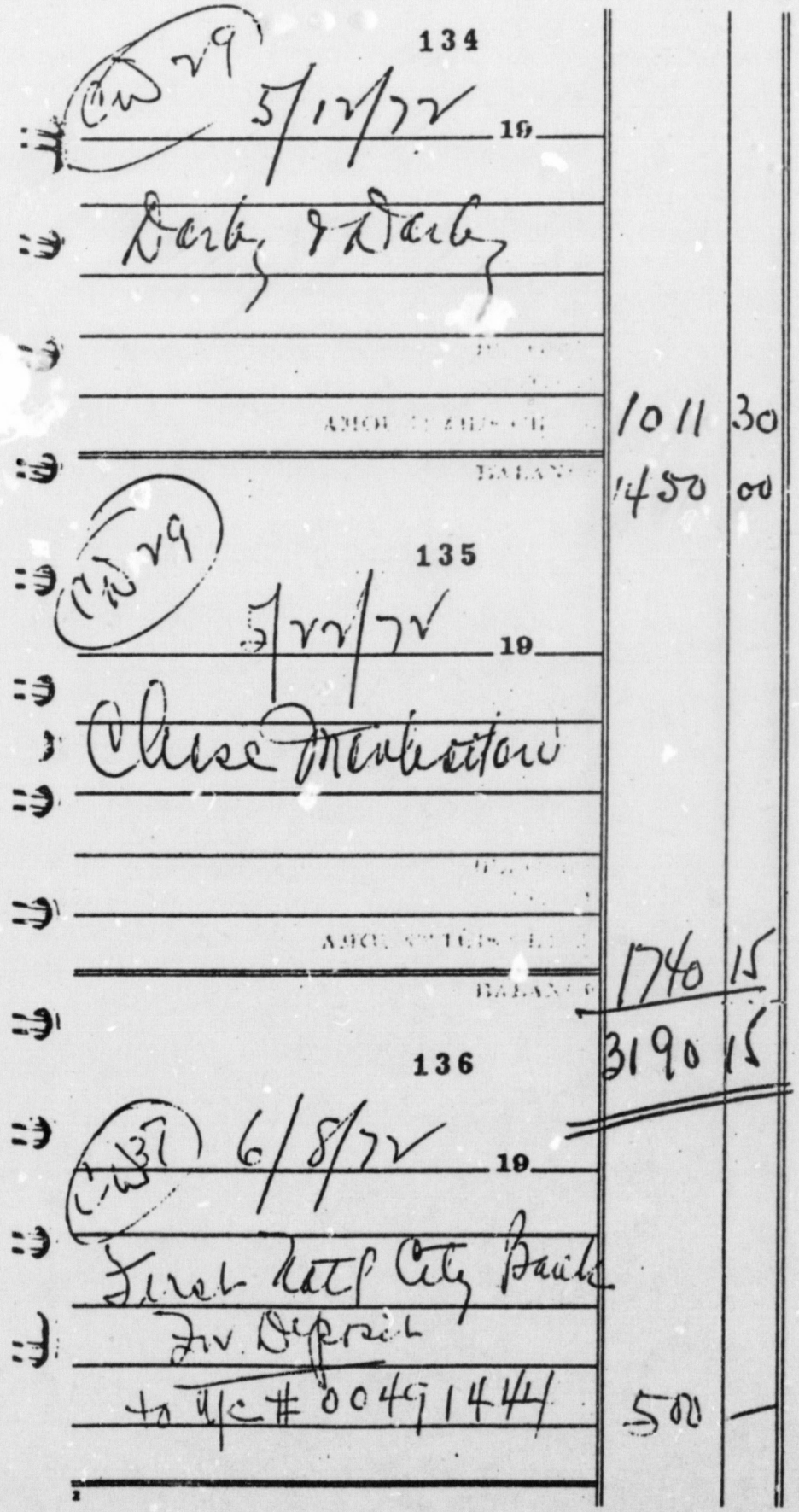
16948 09

Disb 34 86569

Balance as of 5/1/72

A 1500

Plaintiff's Exhibit 38



A 1501

Plaintiff's Exhibit 38

5/1 Balance 34,865.69

5/24 Dep. (Bank of America check) 216 000 —

750,865.69

3,190.15

Dividend Disbursement 247,675.54

Balance as of 6/1/72

EX. Y!

A 1502

Plaintiff's Exhibit 38

137

6/17/77 19

Eon Corp

DEPOSITS

TOTAL

AMOUNT THIS DEPOSIT 20,000 —

BALANCE

138

6/17/77 19

Darby & Darby

DEPOSITS

TOTAL

AMOUNT THIS DEPOSIT 1839 —

BALANCE

139

6/17/77 19

Feldshuh & Feldshuh

DEPOSITS

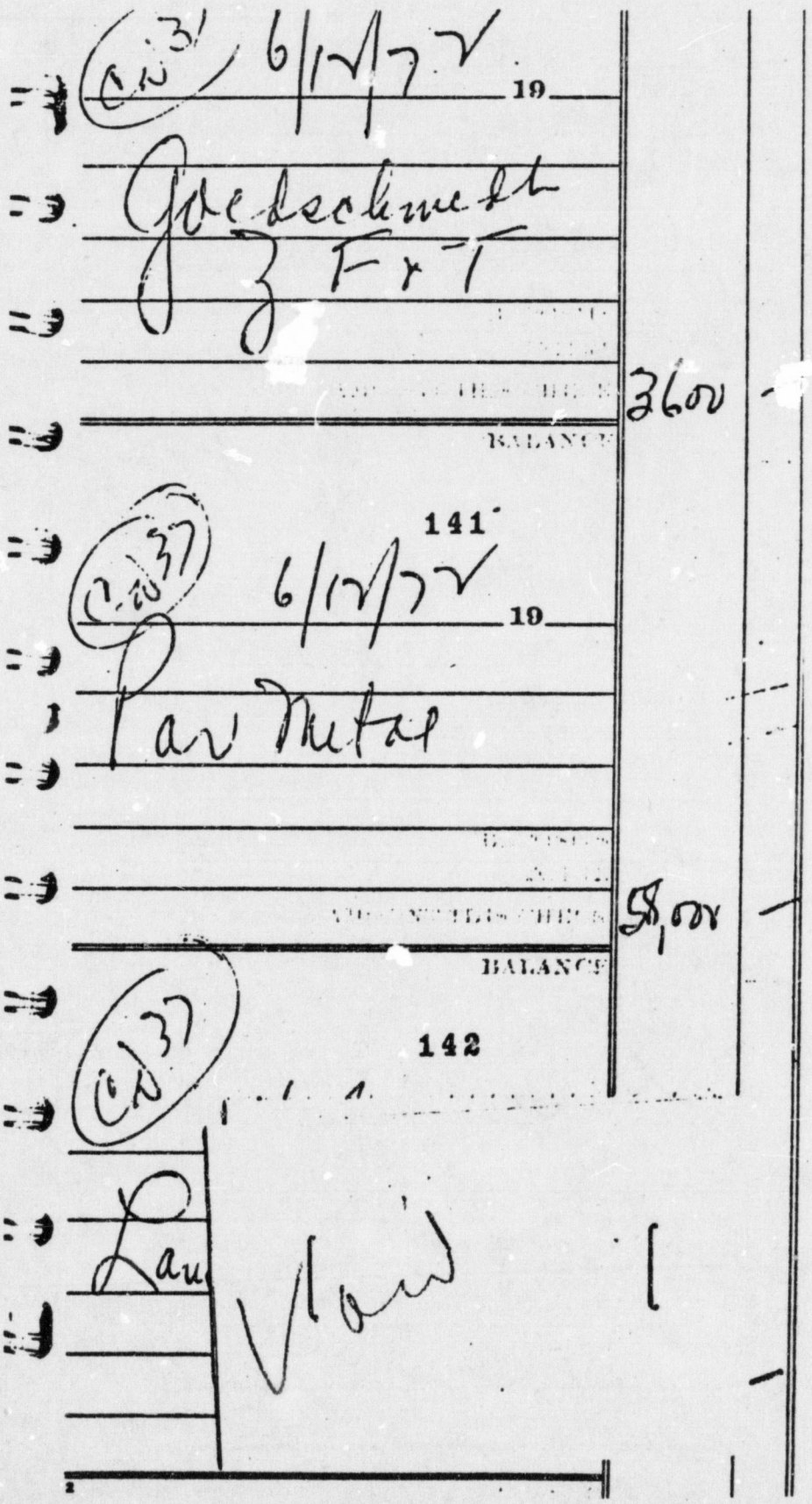
TOTAL

AMOUNT THIS DEPOSIT 1176 —

BALANCE

A 1503

Plaintiff's Exhibit 38



A 1504

Plaintiff's Exhibit 38

(W31) 6/14/72 — 19

United Nations
Assn of the U.S of America

900 —

BALANCE 108 515 00

144

(W38) 6/15/72 — 19

The National
Negro Press
Donation

95 —

BALANCE

145

(W38) 6/19/72 — 19

FON Corp
Dr Deposit to
Nassau Trust Co
Glen Cove

50,000 —

A 1505

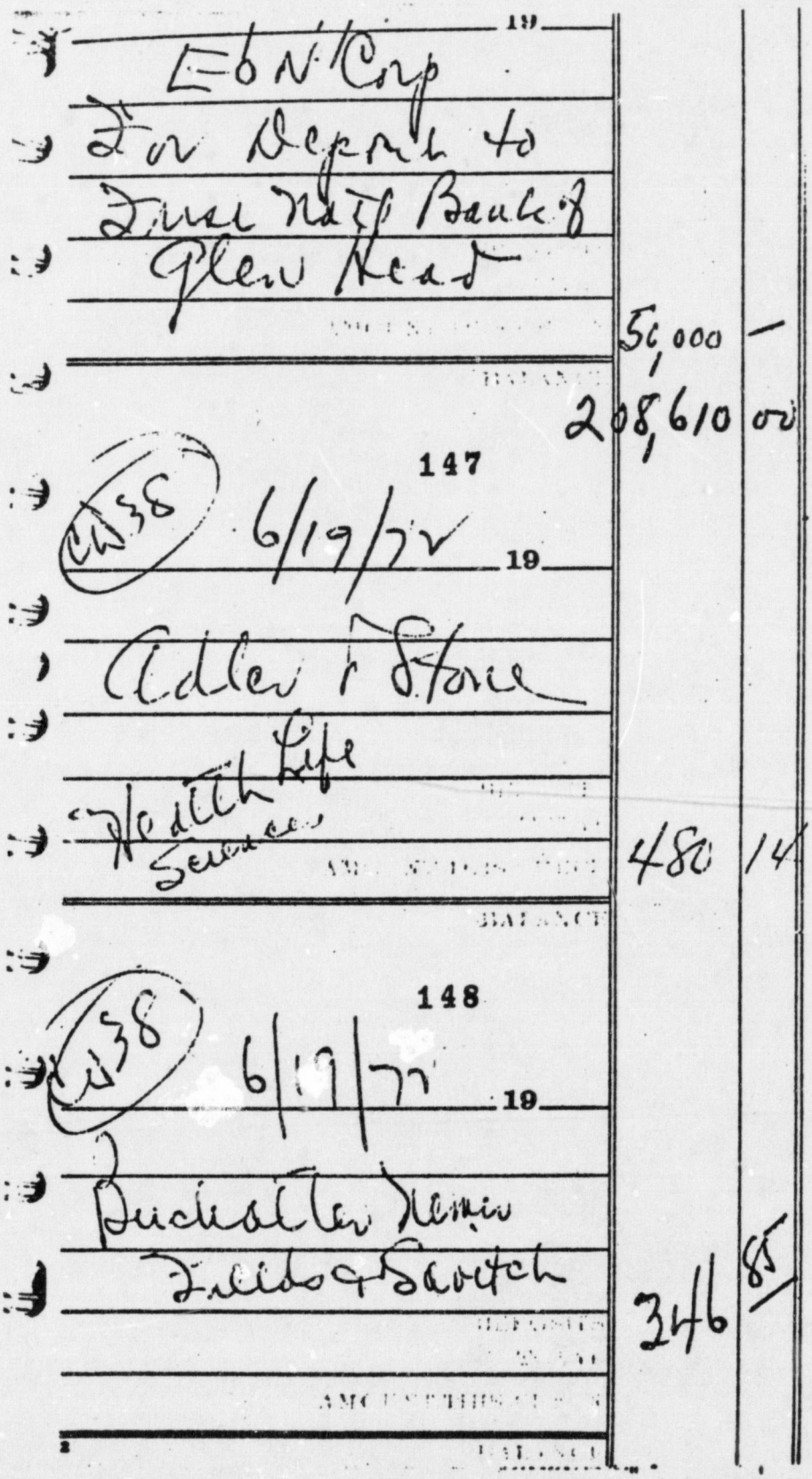
Plaintiff's Exhibit 38

6/1 Balance 247675 54

108515 —

139160 54

Balance


19
E=6 N Corp
For Deposit to
First Nat'l Bank of
Glen Head
50,000 —
208,610 00
147
CW38
6/19/72
19
Adler & Shaine
Health Life
Services
480 14
148
CW38
6/19/72
19
Buchsbaum Klein
Fields & Scotch
346 85

A 1507

Plaintiff's Exhibit 38

[redacted]

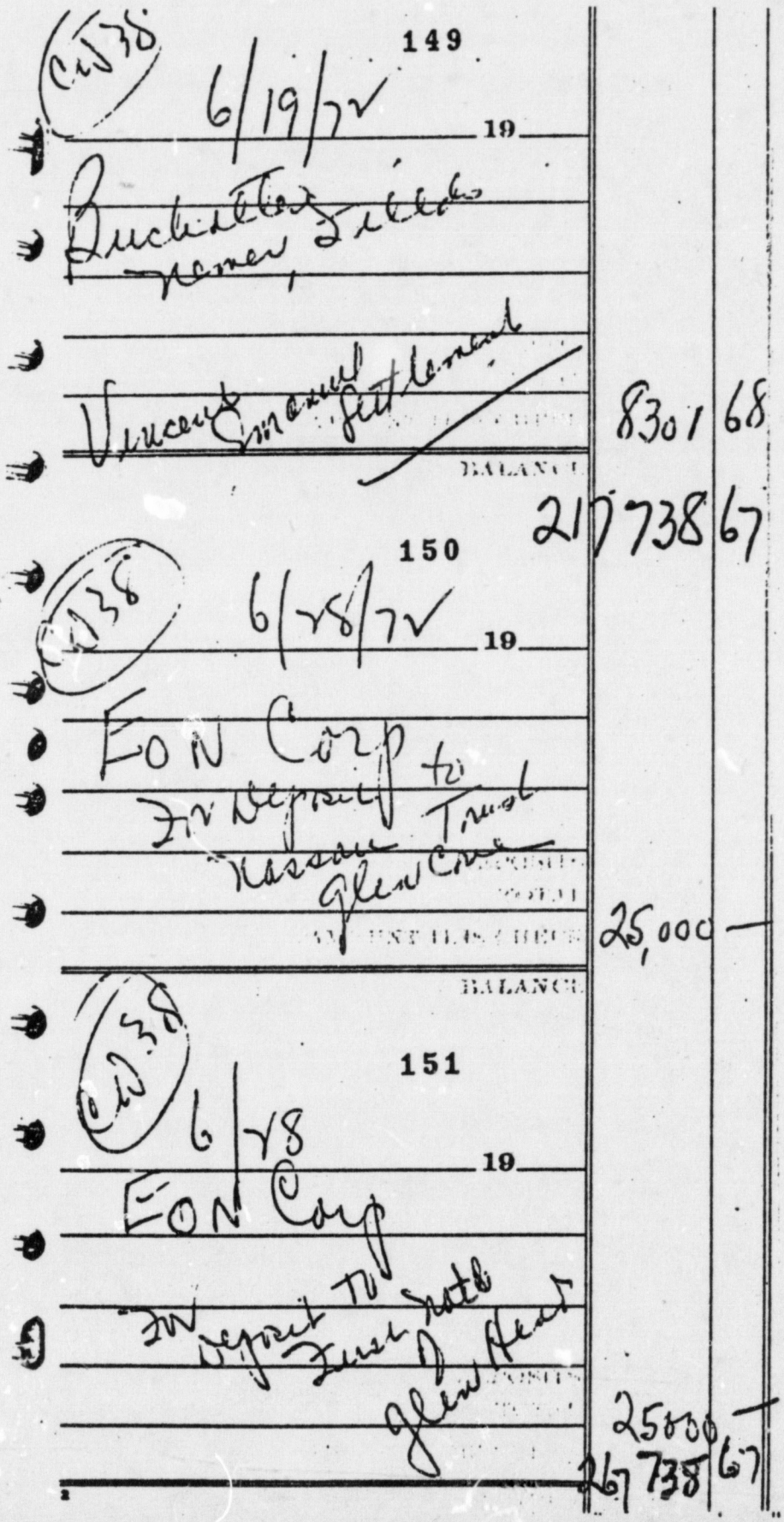
247675.54

208610.00

Balance $39,065.54

A 1508

Plaintiff's Exhibit 38



A 1509

Plaintiff's Exhibit 38

2476554

2177387

2993687

Balance

$1,448.90

6/3 Report

1113577

50 000

1 2

17 3

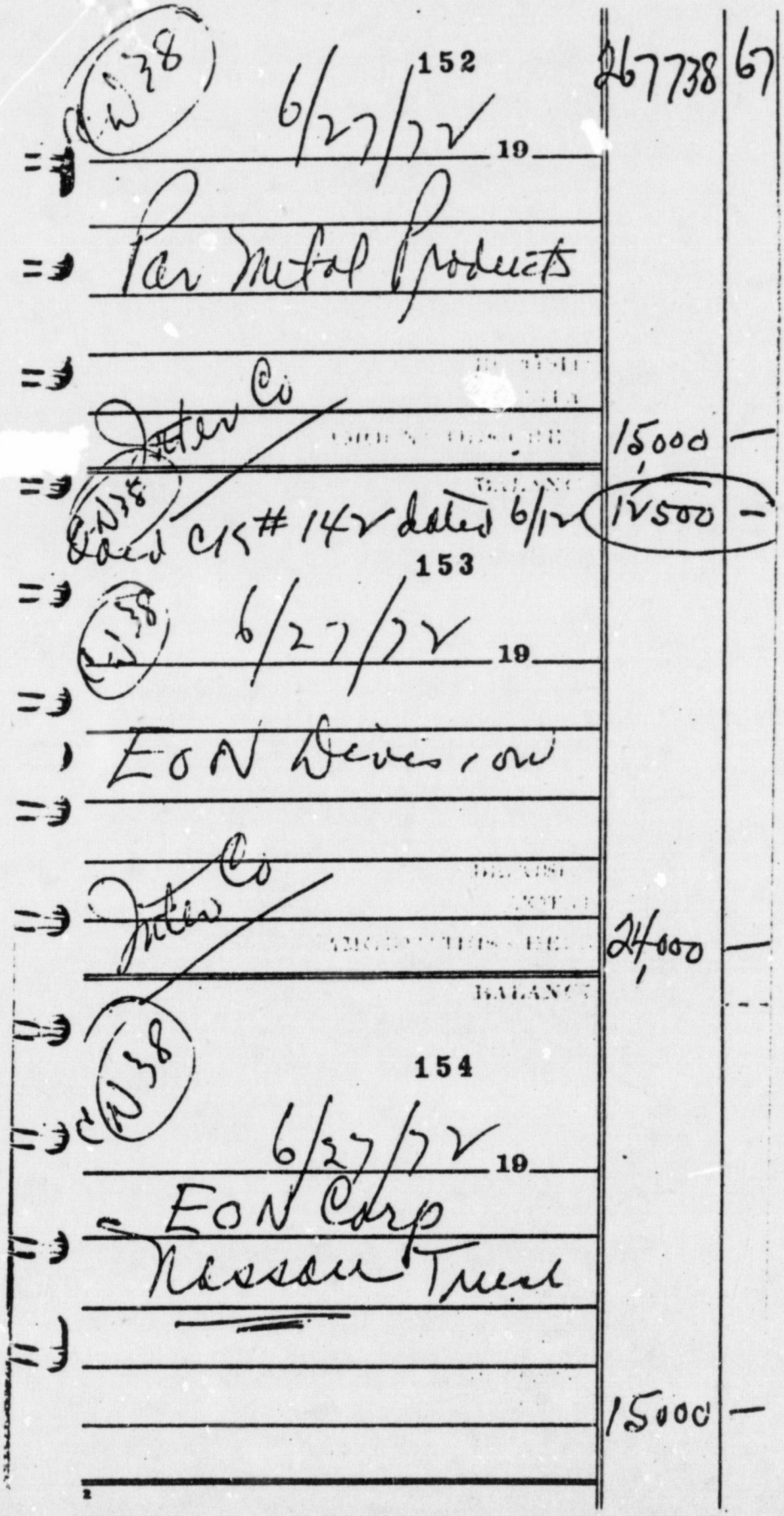
7 2 8 1

6

$1,448.90
64.00
$1848.90

A 1510

Plaintiff's Exhibit 38



A 1511

Plaintiff's Exhibit 38

(1038)

155

6/27/72 19

EON Corp

Dividends
Int Cpn
Glen Head

2000 —

Total 6/30/72 156 329 238 67

— 0 —

(1045)

7/3/72 19

Chase Manhattan

a/c Pay

131 06

BALANCE

(1047)

157

7/18/72 19

Inglewood Commercial

2420

A 1512

Plaintiff's Exhibit 38

6/1/72 Balance	24767554
Deposits	8784890
	33552444
Disbursed	32923867
	$ 6285.77
Balance 6/1/72	

A 1513

Plaintiff's Exhibit 38

158

CW45

7/21/77 19

Southern Calif Gas Co

32 58

159

CW45

7/21/77 19

City of Inglewood

864

76 28

85 42

8 14 4

160

CW45

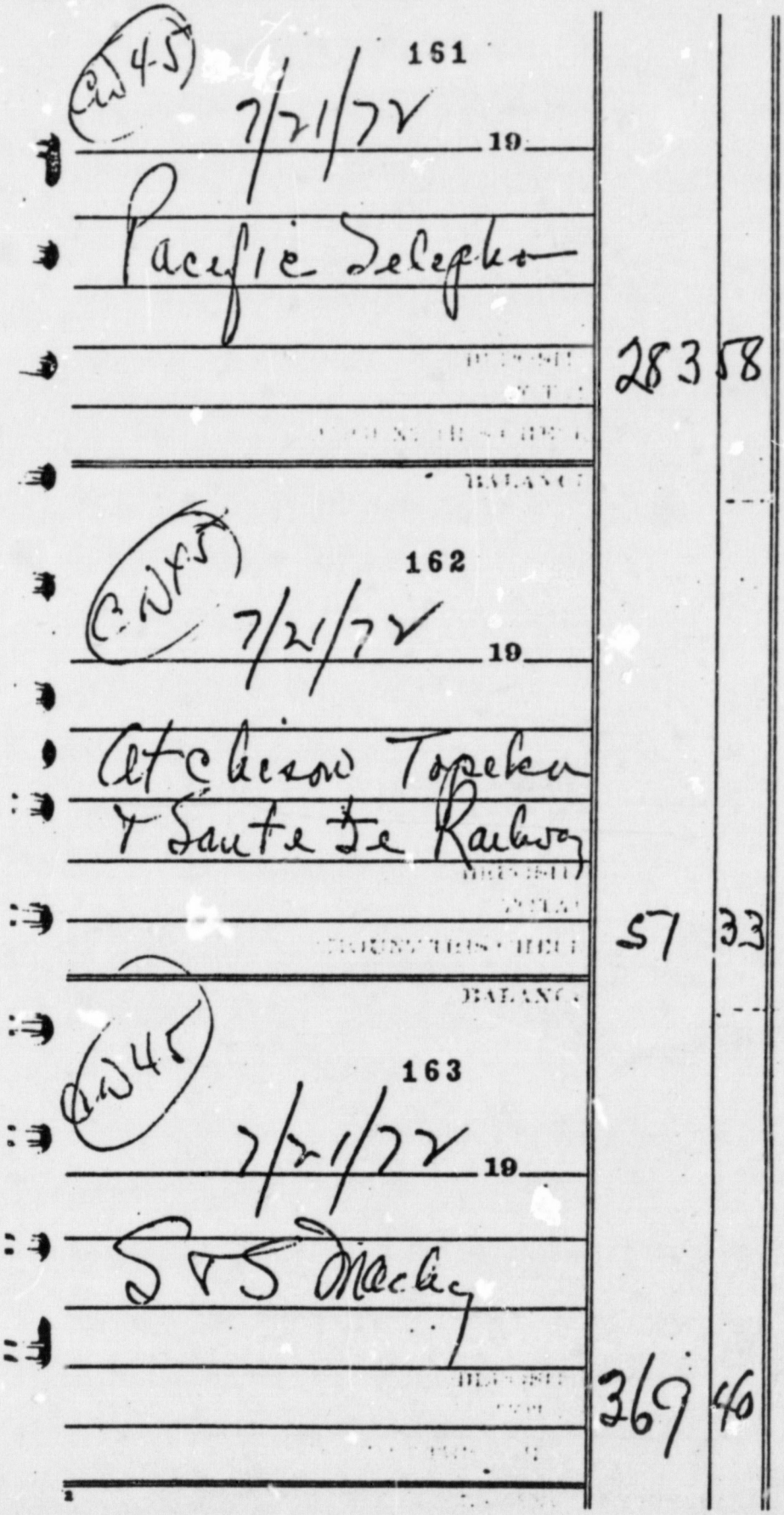
7/21/77 19

Wells Fargo Alarm Services

44 40

A 1514

Plaintiff's Exhibit 38



A 1515

Plaintiff's Exhibit 38

164

7/27/72

19

Nuclear Fco

660 —

BALANCE

1681 97

165

8/8/72

19

Franchise TAX Board

Corporate Franc TAX for 1972

20 —

BALANCE

-0-

166

8/8/72

19

Inglewood Communications

31 40

A 1516

Plaintiff's Exhibit 38

7/1 Balance 628577

168197

Deposit 460380

Balance 8/1/37

Deposit 8/3/37 - 364

Check from Umsted City Bank Assoc. 2K

A 1517

Plaintiff's Exhibit 38

CWSO	8/8/72	167	
	19		
	Assessment		
	Franchise Tax Board		
	Year Ended 2/28/69		46 64
	Amended Assessment		
	# 00330360 3		
CWSO	8/8/72	168	
	19		
	Franchise Tax Board		
	Yr Ended 2/28/70		
	Amended Assessment		
	# 00330360 4		297 35
	BALANCE		575 39
		169	
	1/15/73		
	19		
	EON Corp		
	Do close out file		4168 02

A 1518

Plaintiff's Exhibit 38

237

Balance 8/1/32 - 4603.80

Deposit 3.64

4607.44

Desit 575.39

4032.05

Balance Sept 1st/32

9/17/32 Deposit 20.71

Refund D Bruchke & Silver

C/K #14343

10/31/32 Deposit 115.26

Refund C/K #11733 Bruchke & SILVER 16.52

A 1519

PLAINTIFF'S EXHIBIT 39

NASSAU TRUST COMPANY

GLEN COVE, NEW YORK

NOTIFY US OF ANY CHANGE OF ADDRESS

EON CORPORATION
175 PEARL STREET
BROOKLYN NY 11201

ACCOUNT NUMBER: 01-77786-7

PAGE # 1

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS - CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
00/00	2	3		06/30/72

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
.00	+	75,000.00	-	1.25	=	74,998.75

CHECKS AND OTHER DEBITS	DEPOSITS & OTHER CREDITS	DATE	BALANCE
			.00
	50,000.00	06/23	50,000.00
	25,000.00	06/29	75,000.00
1.25SC		06/30	74,998.75

Error
7/6 ✓
Called Mr Lambert re
will Return as before
next month

CODES: CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LS - LIST OF CHECKS RT - RETURN ITEM SC - SERVICE CHARGE CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1520

Plaintiff's Exhibit 39

NASSAU TRUST COMPANY

GLEN COVE, NEW YORK

NOTIFY US OF ANY CHANGE OF ADDRESS

PAGE # 1

EON CORPORATION
175 PEARL STREET
BROOKLYN NY 11201

ACCOUNT NUMBER: 01-77786-7

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS - CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
06/30	1	2	4	07/31/72

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
74,998.75	+	15,001.25	-	7,942.66	=	82,057.34

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
					74,998.75
			15,000.00	07/03	89,998.75
7.43				07/12	89,991.32
1,411.95			1.25CM	07/13	88,580.62
3,243.75	3,279.53			07/14	82,057.34

90000.00
7942.66
82057.34

CODES: CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LS - LIST OF CHECKS RT - RETURN ITEM SC - SERVICE CHARGE CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1521

Plaintiff's Exhibit 39

NASSAU TRUST COMPANY

GLEN COVE, NEW YORK

NOTIFY US OF ANY CHANGE OF ADDRESS

PAGE # 1

EON CORPORATION
175 PEARL STREET
BROOKLYN NY 11201

ACCOUNT NUMBER: 01-77786-7

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS - CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
07/31			3	08/31/72

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
82,057.34	+	.00	-	7,036.50	=	75,020.84

CHECKS AND OTHER DEBITS	DEPOSITS & OTHER CREDITS	DATE	BALANCE
			82,057.34
3,000.00 ✓		08/23	79,057.34
3,715.00 ✓		08/28	75,342.34
321.50 ✓		08/31	75,020.84

CODES CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LS - LIST OF CHECKS RT - RETURN ITEM SC - SERVICE CHARGE CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1522

Plaintiff's Exhibit 39

NASSAU TRUST COMPANY

GLEN COVE, NEW YORK

NOTIFY US OF ANY CHANGE OF ADDRESS

EON CORPORATION
175 PEARL STREET
BROOKLYN NY 11201

ACCOUNT NUMBER
01-77786-7

372

LAST STATEMENT	NUMBER OF DEPOSITS - CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
09-29				

YOUR BALANCE SHOWN ON LAST OUR STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
74,753.43	+		-		=	

CHECKS AND OTHER DEBITS	DEPOSITS & OTHER CREDITS	DATE	BALANCE

TO OUR DEPOSITORS:

THIS FORM IS NOT A REGULAR STATEMENT OF YOUR ACCOUNT; IT IS SENT TO YOU IN CONNECTION WITH AN INTERNAL AUDIT OF OUR CHECKING ACCOUNTS.

THE REGULAR STATEMENT OF YOUR ACCOUNT, SHOWING THE BALANCE ABOVE, WAS SENT TO YOU ON THE DATE INDICATED.

PLEASE CONFIRM THIS AMOUNT BY SIGNING TO THAT EFFECT BELOW AND RETURNING THIS FORM TO THE AUDITOR OF NASSAU TRUST COMPANY, IN THE ENV OPE ENCLOSED FOR YOUR CONVENIENCE. IF YOU DO NOT AGREE WITH THE BALANCE, WRITE FULL DETAILS OF ANY DIFFERENCE, USING THE REVERSE SIDE OF THIS FORM

THANK YOU FOR YOUR COOPERATION IN THIS MATTER.

THE BALANCE IS CORRECT

.....

CODES — OM DEBIT MEMO — CC — LS — RT — AC — ED

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1523

Plaintiff's Exhibit 39

NASSAU TRUST COMPANY

GLEN COVE, NEW YORK

NOTIFY US OF ANY CHANGE OF ADDRESS

EON CORPORATION
175 PEARL STREET
BROOKLYN NY 11201

ACCOUNT NUMBER: 01-77 86-7

PAGE # 1

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS - CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
09/29			6	10/31/72

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
74,753.43	+	.00	-	20,322.07	=	54,431.36

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
					74,753.43
1,200.00	10,000.00			10/03	63,553.43
1,200.00				10/04	62,353.43
2,000.00				10/12	60,353.43
922.07				10/17	59,431.36
5,000.00				10/31	54,431.36

781.95
46613.41

CODES: CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LS - LIST OF CHECKS RT - RETURN ITEM SC - SERVICE CHARGE CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1524

Plaintiff's Exhibit 39

NASSAU TRUST COMPANY

GLEN COVE, NEW YORK

MEMBER FEDERAL RESERVE SYSTEM

NOTIFY US OF ANY CHANGE OF ADDRESS

PAGE # 1

EON CORPORATION
175 PEARL STREET
BROOKLYN NY 11201

ACCOUNT NUMBER: 01-77786-7

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS - CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
10/31			8	11/30/72

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
54,431.36	+	.00	-	10,993.98	=	43,437.38

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
					54,431.36
324.85	2,000.00CC ✓			11/01	52,106.51
959.20				11/08	51,147.31
1,107.60	1,600.00			11/13	48,439.71
1,625.00				11/15	46,814.71
201.30	1,975.49 ✓			11/28	44,637.92
1,200.54 ✓				11/29	43,437.38

49.78.72

38458.66

cc 2000 —

36458.66

outstanding
6145

260.57
5.00
88.50
17.78
4.24
15.25.3
139.54

4978.7 ✓
2000.00

CODES: CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LC - LIST OF CHECKS RT - RETURN ITEM SC - SERVICE CHARGE CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1525

Plaintiff's Exhibit 39

NASSAU TRUST COMPANY

GLEN COVE, NEW YORK

MEMBER FEDERAL RESERVE SYSTEM

NOTIFY US OF ANY CHANGE OF ADDRESS

PAGE # 1

FON CORPORATION
175 PEARL STREET
BROOKLYN NY 11201

ACCOUNT NUMBER: 01-77786-7

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS - CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
11/30			9	12/29/72

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
43,437.38	+	.00	-	11,527.52	=	31,909.86

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
					43,437.38
88.80 ✓	2,000.00	2,608.59 ✓		12/01	38,739.99
17.28 ✓				12/05	38,722.71
4.24 ✓				12/06	38,718.47
1,825.31 ✓				12/07	36,893.16
429.50 ✓	4,000.00 ✓			12/11	32,463.66
553.80 ✓				12/27	31,909.86

from Nov

1351.40

30 558.46

1

Outstanding

CKS 1346.40

F.CO

1351.40

CODES: CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LB - LIST OF CHECKS RT - RETURN ITEM SC - SERVICE CHARGE CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1526

Plaintiff's Exhibit 39

NASSAU TRUST COMPANY

GLEN COVE, NEW YORK

NOTIFY US OF ANY CHANGE OF ADDRESS

PAGE # 1

EON CORPORATION
175 PEARL STREET
BROOKLYN NY 11201

ACCOUNT NUMBER: 01-77786-7

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS - CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
12/29			3	01/31/73

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
31,909.86	+	.00	-	31,909.86	=	.00

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
					31,909.86
319.00CC	1,500.00CC	15,000.00CC		01/11	15,090.86
5.00	1,346.40			01/12	13,739.46
13,739.46				01/22	.00

CODES: CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LS - LIST OF CHECKS RT - RETURN ITEM SC - SERVICE CHARGE CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1527

Plaintiff's Exhibit 39

BAL. BRO'T FOR'D

101

1/10/72 19

TO American Holding Co.

FOR Deposit Rental

DEPOSITS

TOTAL

AMOUNT THIS CHECK 224375

BALANCE

102

7/10/72 19

TO American Holding

FOR July Rent 324375

Water 3525

TOTAL

AMOUNT THIS CHECK 327953

BALANCE

103

7/10/72 19

TO Chase Manhattan

FOR

6/72

TOTAL

AMOUNT THIS CHECK 141195

BALANCE 793523

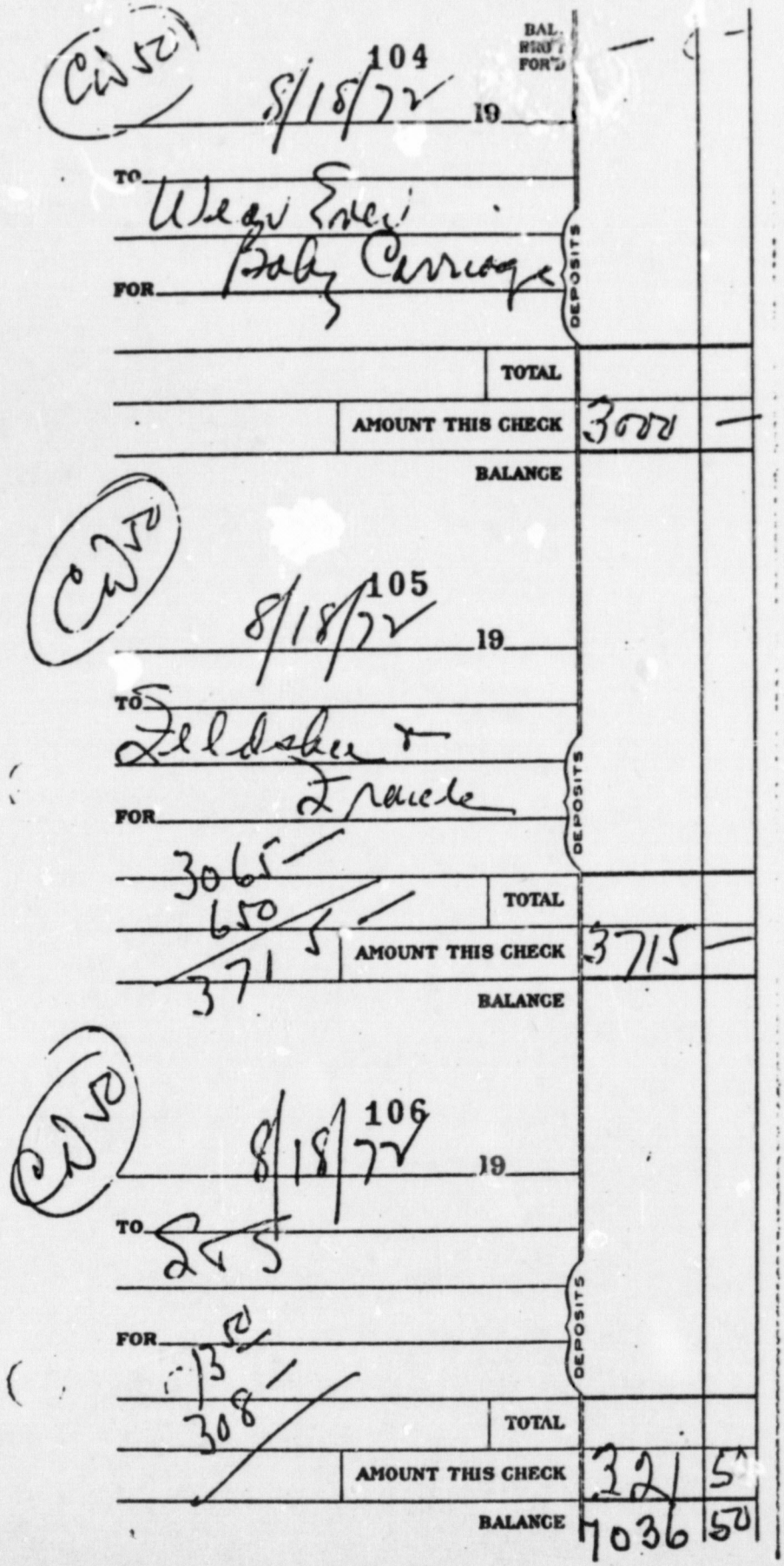
A 1528

Plaintiff's Exhibit 39

5/1/72 Balance	82 064.77
Cash Disb	7036.50
	75078.27
adjustment Charge for Bk Book	7.43
Balance 6/1/72 ✓	75,070.84

A 1529

Plaintiff's Exhibit 39



A 1530

Plaintiff's Exhibit 39

9/0/7 Balance 75,026.84

A 1531

Plaintiff's Exhibit 39

Ck 56

107

9/14/72 19

BAL. BRO'T FOR'D -0-

TO General Insurance Consultants

FOR Fire Ins for Bldg American Mac

TOTAL

AMOUNT THIS CHECK 120 —

BALANCE

DEPOSITS

Ck 56

108

9/14/72 19

TO Southern California Gas Co

FOR American Mac Service 6/29 - 7/31

TOTAL

AMOUNT THIS CHECK 23 49

BALANCE

DEPOSITS

Ck 56

109

9/14/72 19

TO City of Inglewood

FOR American Water Co Water Bill 2 meters 51 108 28 17 —

TOTAL

AMOUNT THIS CHECK 125 79

BALANCE

DEPOSITS

A 1532

Plaintiff's Exhibit 39

BAL. BROT FOR'D

110

9/12/77 19

TO Wells Fargo Alarm Service

FOR

DEPOSITS

TOTAL

AMOUNT THIS CHECK 88 80

BALANCE

111

9/12/77 19

TO Dictaword

FOR Communication

DEPOSITS

TOTAL

AMOUNT THIS CHECK 29 33

BALANCE

112

9/12/77 19

TO

FOR

DEPOSITS 1

TOTAL

AMOUNT THIS CHECK

BALANCE 467 41

A 1533

Plaintiff's Exhibit 39

9/1/72 Balance

75020.84

Cash disbursed 12667.41

62353.43

Balance 10/1/72

112

Sept 12 1972 50-369/214

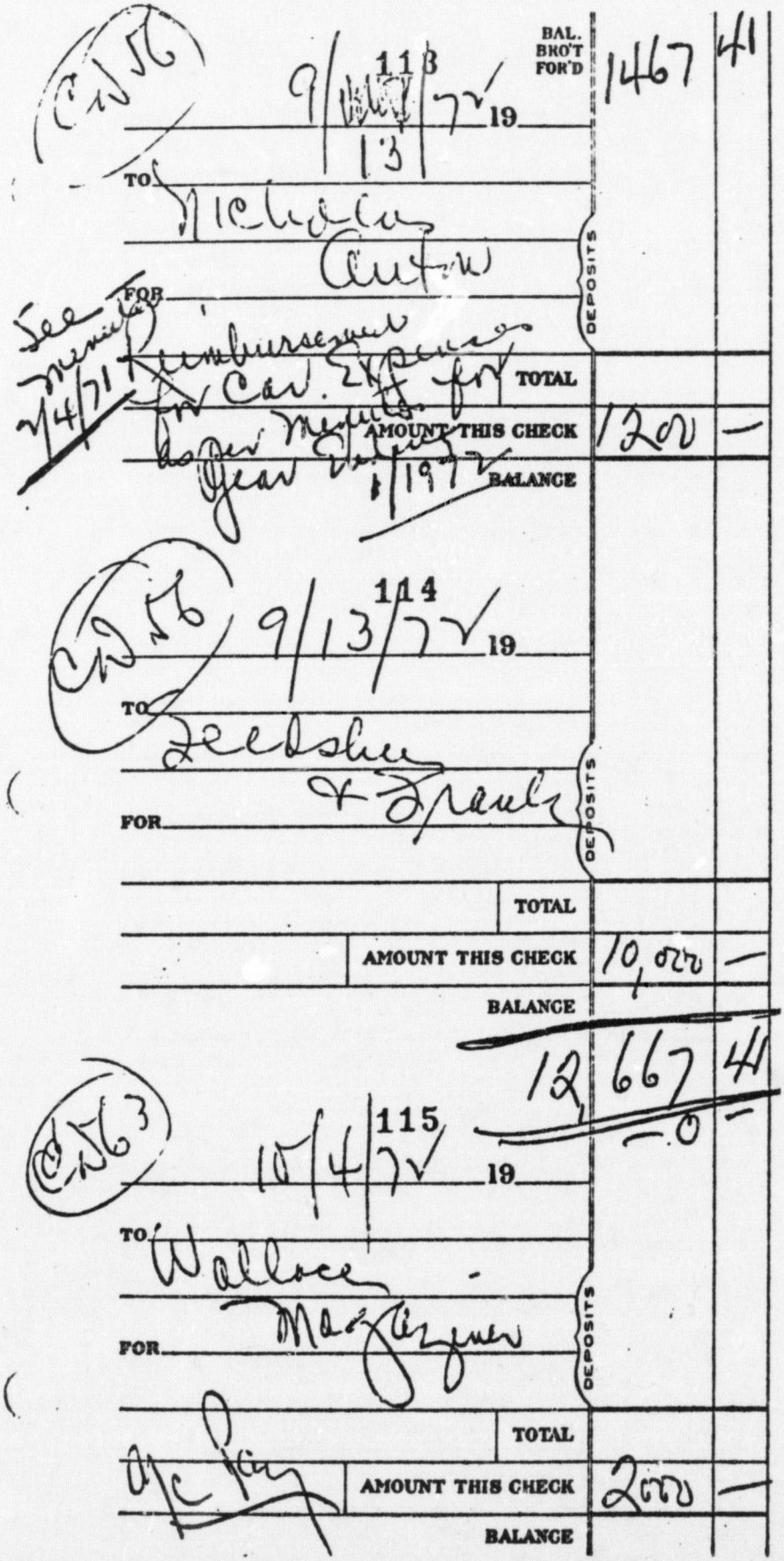
$56 00/100

DOLLARS

⑆??86⑆?⑈

A 1534

Plaintiff's Exhibit 39



A 1535

Plaintiff's Exhibit 39

5

BAL. BRO'T FOR'D

DEPOSITS

116

10/5/72 19

TO Chase Manhattan

FOR Corporate A/c Pay

TOTAL

AMOUNT THIS CHECK 9,777.07

BALANCE

CW63

117

10/18/72 19

TO Consolidated Freightways

FOR COD - Transfer from A/c of Documents & Corner. Mail

TOTAL

AMOUNT THIS CHECK 959.20

BALANCE

CW63

118

10/25/72 19

TO Darby & Darby

FOR Corporate A/c Pay

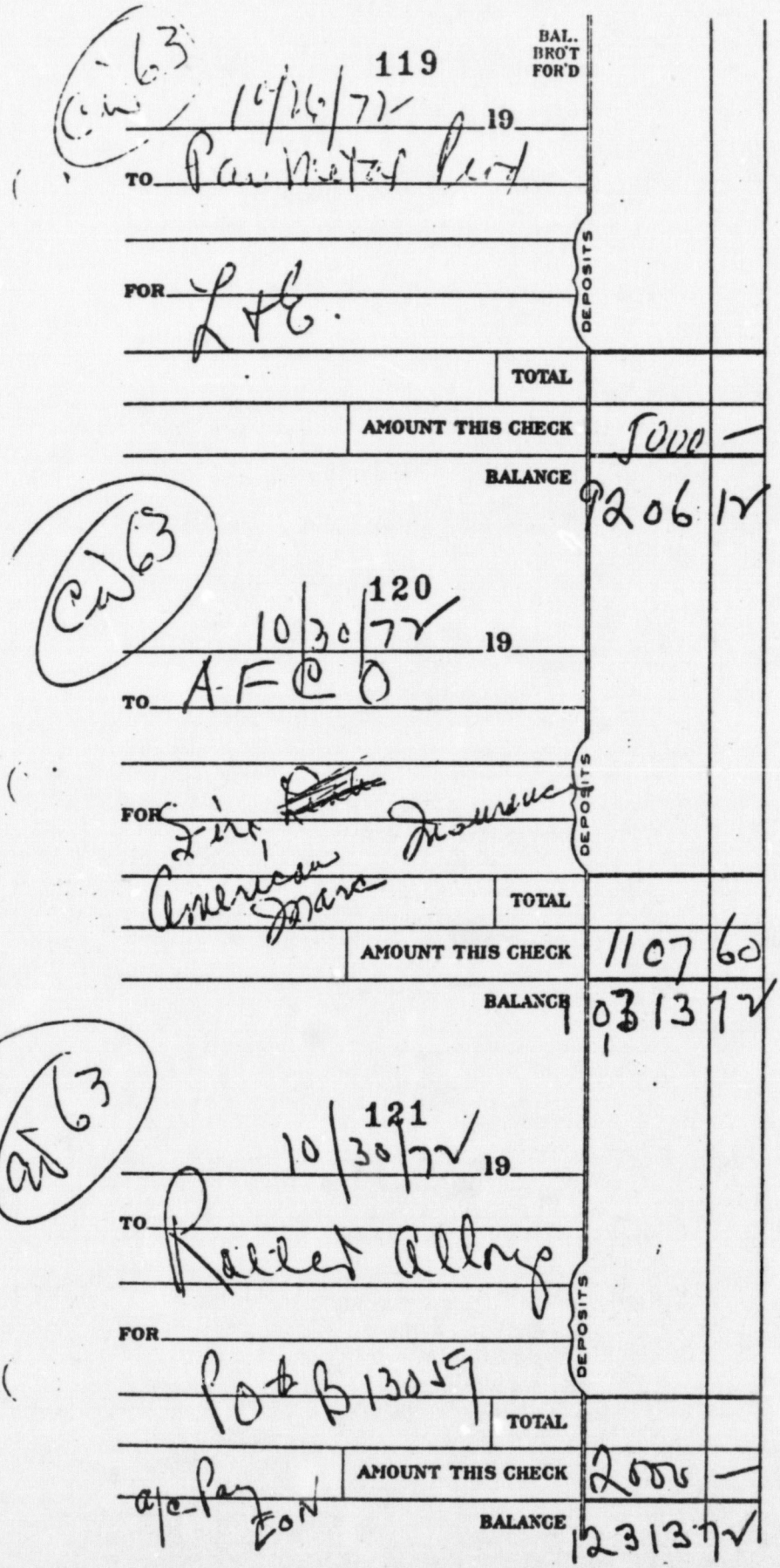
TOTAL

AMOUNT THIS CHECK 324.85

BALANCE

A 1536

Plaintiff's Exhibit 39



(-63 (cw

119

10/16/77 19

TO Pan Nat'l Bk

FOR L & C.

BAL. BRO'T FOR'D

DEPOSITS

TOTAL

AMOUNT THIS CHECK 1000 —

BALANCE 9206 17

cw 63

120

10/30/77 19

TO A-F-C O

FOR Fire, Auto Insurance

DEPOSITS

TOTAL

AMOUNT THIS CHECK 1107 60

BALANCE 10313 77

ar 63

121

10/30/77 19

TO Rachel Allen

FOR Pot B 13059

DEPOSITS

TOTAL

AMOUNT THIS CHECK 2000 —

a/c-Pay Eon

BALANCE 12313 77

A 1537

Plaintiff's Exhibit 39

10/1/72 Balance 62353.43

15740.02

Cash Disbursed

46,613.41

Balance 11/1/72

A 1538

Plaintiff's Exhibit 39

5

BAL. BRO'T FOR'D 1313 77

CW63

122 10/31/77 19

TO Jerico Consultants

FOR

DEPOSITS

TOTAL

AMOUNT THIS CHECK 201 30

BALANCE

CW63

123 10/31/77 19

TO Baer & Marks

FOR a/c Pa. Profit Sharing Union Negotiations

DEPOSITS

TOTAL

AMOUNT THIS CHECK 1625 -

BALANCE

CW63

124 10/31/77 19

TO Richard P. Low

FOR Law Related a/c. Pa. Union Negotiations

DEPOSITS

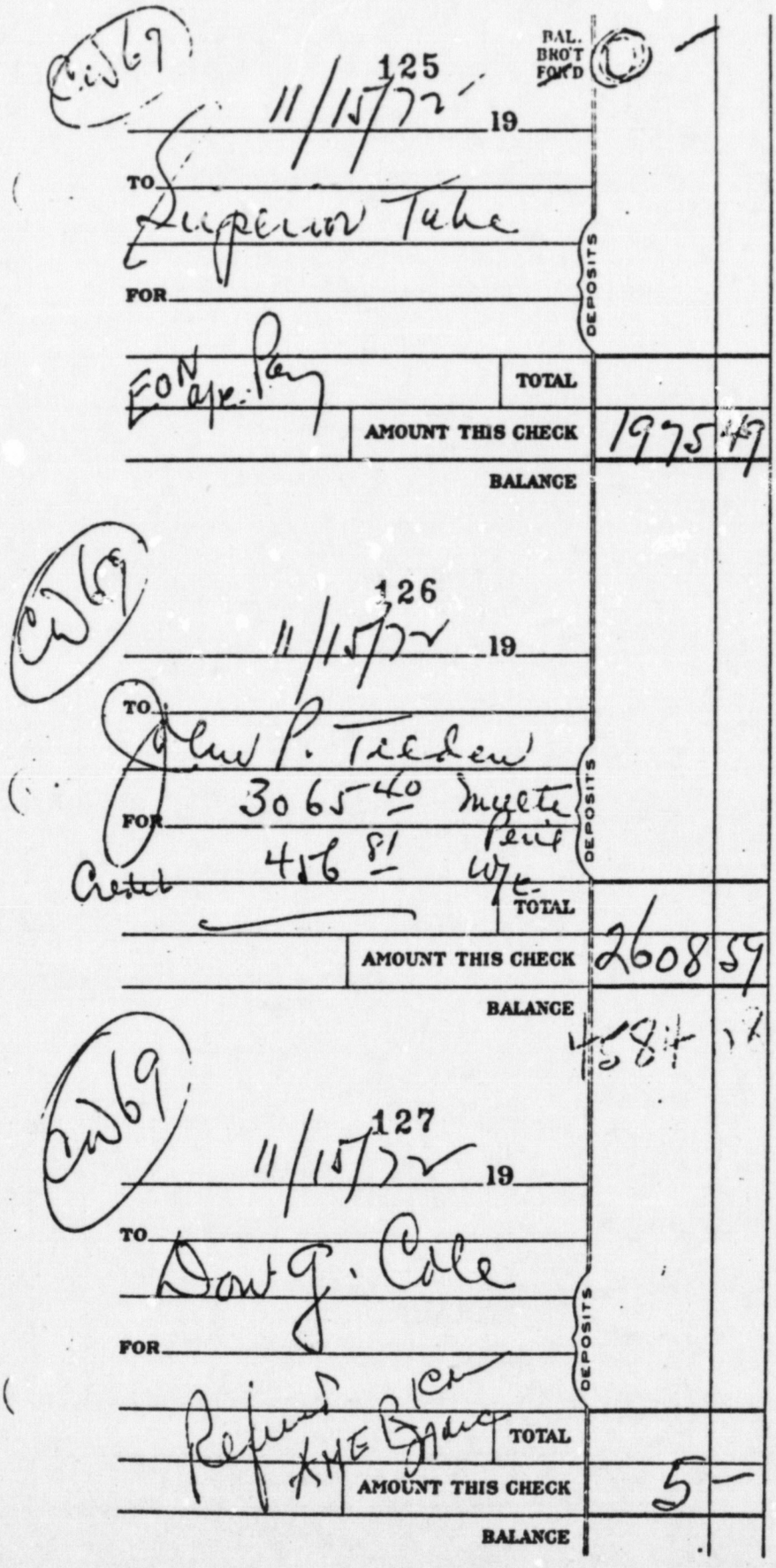
TOTAL

AMOUNT THIS CHECK 1600 -

BALANCE 15740 07

A 1539

Plaintiff's Exhibit 39



A 1540

Plaintiff's Exhibit 39

5

CW 69

128

BAL. BRO'T FOR'D

11/1/72 19

TO Wells Fargo

FOR Alarm Service

Oct - 44.40

Nov - 44.00

DEPOSITS

TOTAL

AMOUNT THIS CHECK 88.80

Owner Mgr a/c Pay

BALANCE

CW 69

129

11/1/72 19

TO City of Inglewood

FOR Water Bill

Water

TOTAL

Owner Mgr a/c Pay

AMOUNT THIS CHECK 17.28

DEPOSITS

BALANCE

CW 69

130

11/1/72 19

TO Franchise TAX Board

FOR Calif Corp Tax

Interest

TOTAL

AMOUNT THIS CHECK 4.24

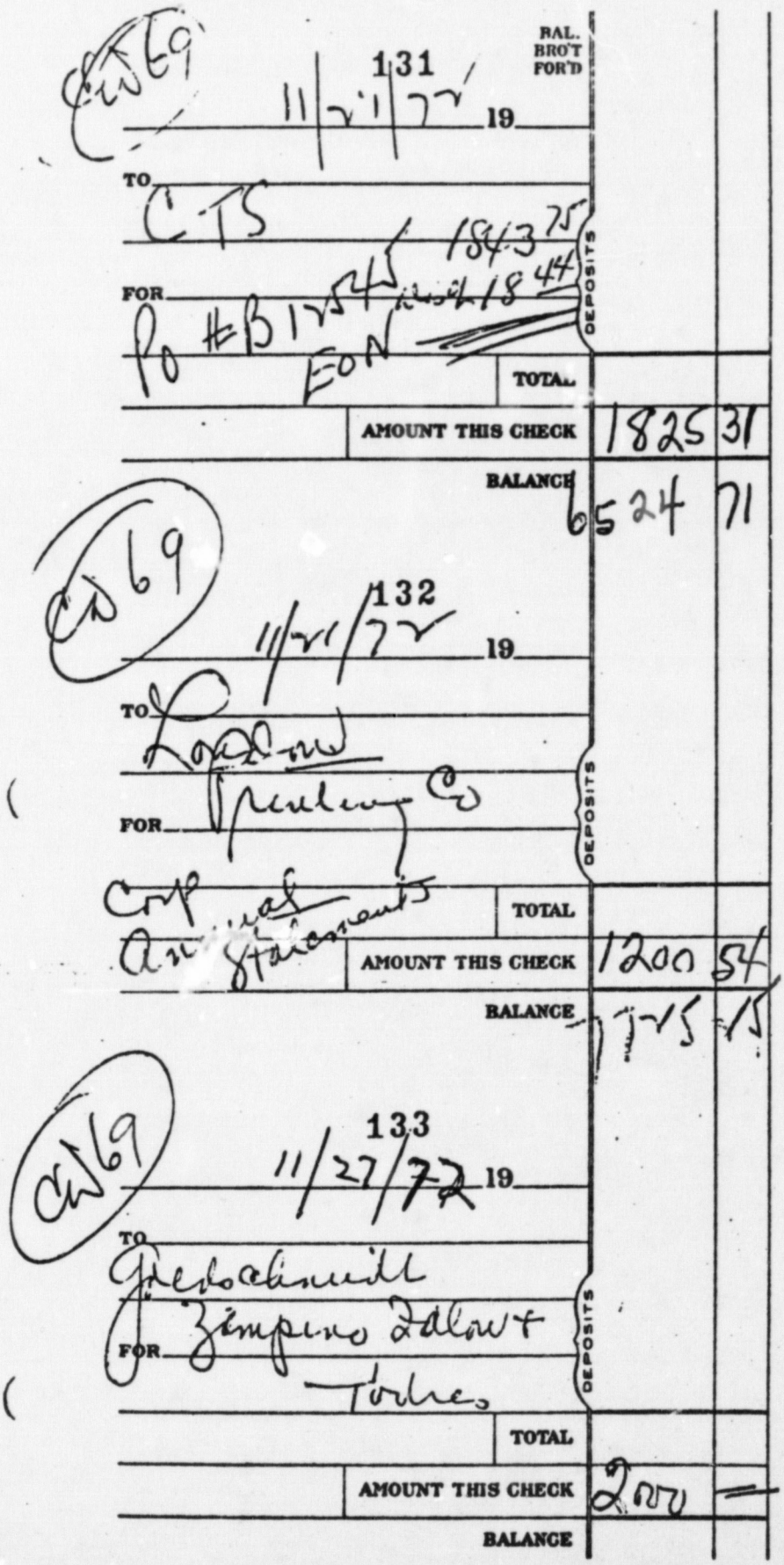
DEPOSITS

BALANCE

A 1541
Plaintiff's Exhibit 39

A 1542

Plaintiff's Exhibit 39



cw69

131

11/21/72 19

TO C-TS

FOR Po #B1754 EON

1843.75

1844

BAL. BRO'T FOR'D

DEPOSITS

TOTAL

AMOUNT THIS CHECK 1825 31

BALANCE 6524 71

cw69

132

11/21/72 19

TO Lowdnw

FOR Pendway Co

Corp Annual Statements

TOTAL

AMOUNT THIS CHECK 1200 54

BALANCE 7725 15

cw69

133

11/27/72 19

TO Fredericwill

FOR Simpkins Dalow + Tookes

TOTAL

AMOUNT THIS CHECK 2000 —

BALANCE

A 1543

Plaintiff's Exhibit 39

11/1/72 - Balance 46613.41

Disbursements 10 154.75

26, 458.66

Balance

11/1/72

A 1544

Plaintiff's Exhibit 39

5

BAL. BRO'T FOR'D

(Ck 69) 134 11/27/72 19

TO Southern Court Reporters

FOR Deposition — Feldstein Deceased

DEPOSITS

TOTAL

AMOUNT THIS CHECK 429 50

BALANCE 10154 75 — 0 —

(Ck 76) 12/4/72 135 19

TO EON Corp

FOR Loan for P/R W/E 12/1

DEPOSITS

TOTAL

AMOUNT THIS CHECK 1000 —

BALANCE

(Ck 74) 12/8/72 136 19

TO AFCO

FOR Dues for Feb-Dec

DEPOSITS

TOTAL

AMOUNT THIS CHECK 553 80

BALANCE

A 1545

Plaintiff's Exhibit 39

1/1 Balance 36,458 66

Disbursements 5,700 20

30,558 46

Balance

1/1/73

A 1546

Plaintiff's Exhibit 39

(1574) 137 — 11/15/72 — 19

BAL. BRO'T FOR'D 4553 80

TO Doremus Corp

FOR P# B 13212-1
1360 00
13 40

DEPOSITS

TOTAL

1/0 13 40 AMOUNT THIS CHECK 1346 40

BALANCE 5900 00

(1575) 138 — 1/8/73 — 19

TO Levy, Levy & Rubach

FOR

DEPOSITS

TOTAL

Legal Expense AMOUNT THIS CHECK 15000 —

BALANCE -0-

(1577) 139 — 1/9/73 — 19

TO Southern Dist Fed Court Reporters

FOR

DEPOSITS

TOTAL

Legal Expense AMOUNT THIS CHECK 219 —

BALANCE 15319 —

A 1547

Plaintiff's Exhibit 39

6/1/73 — Balance

20 558.46

16 819.00

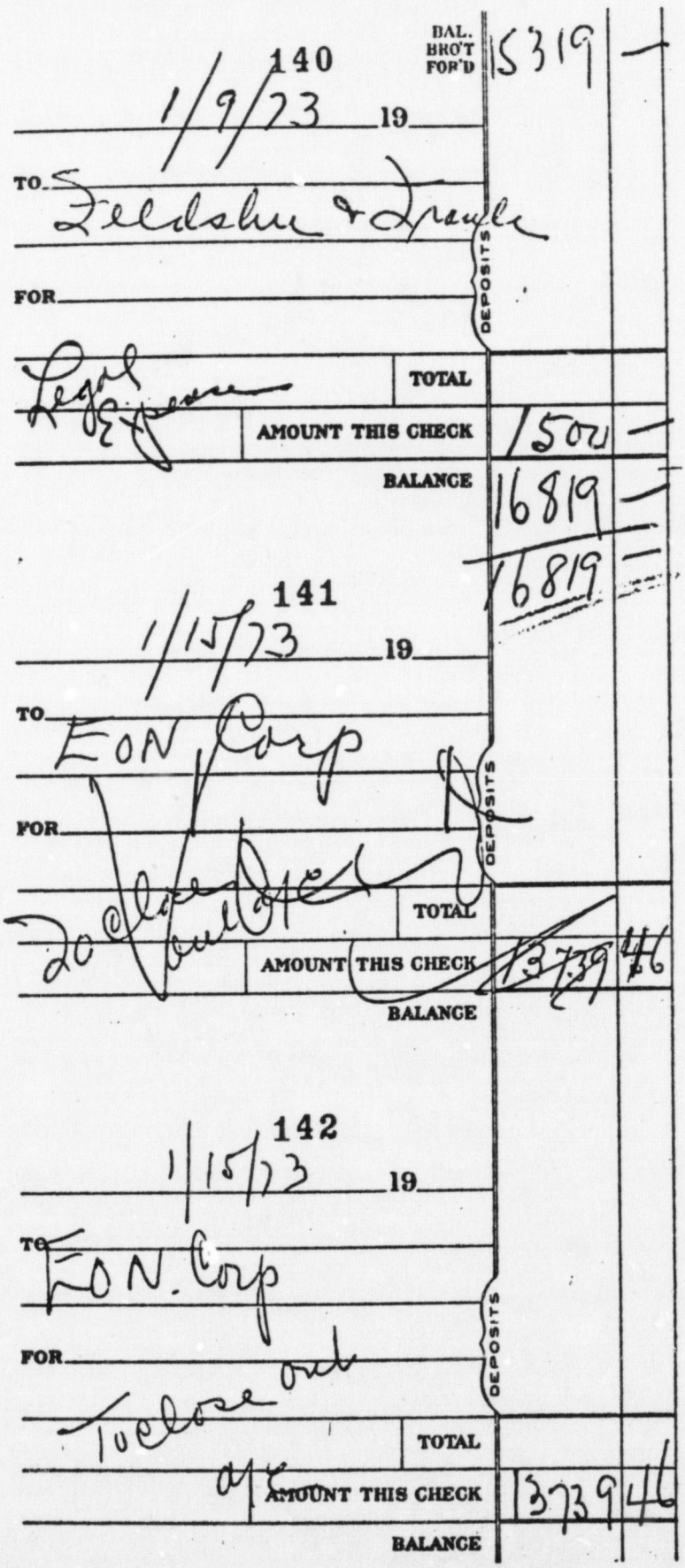
13 739.46

13 739.46

— 0 —

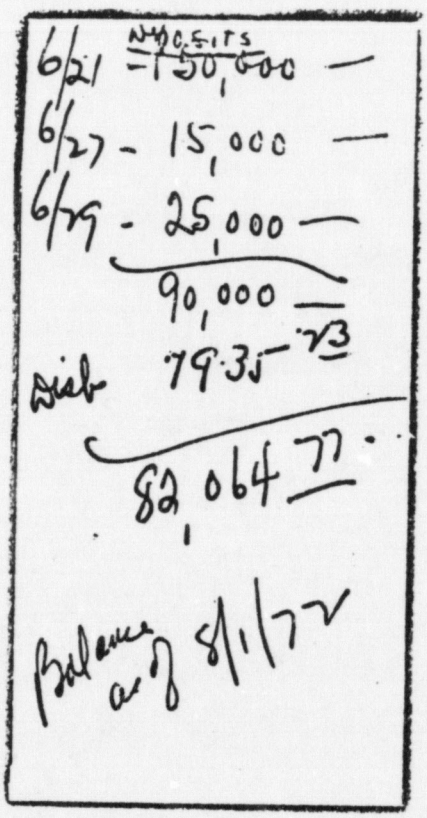
A 1548

Plaintiff's Exhibit 39



A 1549

Plaintiff's Exhibit 39



A 1550
PLAINTIFF'S EXHIBIT 40

GLEN HEAD
ROSLYN HEIGHTS

The First National Bank
OF GLEN HEAD
GLEN HEAD, N. Y.

GREENVALE
NORTHPORT

NOTIFY US OF ANY
CHANGE OF ADDRESS
PAGE # 01

ACCOUNT NUMBER
01-73506-5

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS-CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
00/00	2	1		06/30/72

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
.00	+	75,000.00	-	.00	=	75,000.00

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
					.00
			25,000.00		
			50,000.00	06/30	75,000.00
				06/30	75,000.00

CODES: CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LS - LIST OF CHECKS RT - RETURN ITEM SC - SERVICE CHARGE CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1551

Plaintiff's Exhibit 40

GLEN HEAD
ROSLYN HEIGHTS

The First National Bank
OF GLEN HEAD
GLEN HEAD, N. Y.

GLENWOOD
NORTHPORT

NOTIFY US OF ANY CHANGE OF ADDRESS

PAGE # 01

EUN CORPORATION
175 PEARL STREET
BROOKLYN, NEW YORK 11201

ACCOUNT NUMBER: 01-73506-5

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS-CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
06/30	1	1	2	07/31/72

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
75,000.00	+	20,000.00	−	29,475.00	=	65,525.00

CHECKS AND OTHER DEBITS	DEPOSITS & OTHER CREDITS	DATE	BALANCE
			75,000.00
	20,000.00	07/03	95,000.00
20,000.00		07/13	75,000.00
9,475.00		07/27	65,525.00
		07/31	65,525.00

95,000
29475
65525

CODES: CM - CREDIT MEMO · DM - DEBIT MEMO · EC - ERROR CORRECTION · LB - LIST OF CHECKS · RT - RETURN ITEM · SC - SERVICE CHARGE · CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1552
Plaintiff's Exhibit 40

GLEN HEAD
ROSLYN HEIGHTS

The First National Bank
OF GLEN HEAD
GLEN HEAD, N. Y.

GLENWOOD
NORTHPORT

NOTIFY US OF ANY
CHANGE OF ADDRESS

PAGE # 01

EON CORPORATION
175 PEARL STREET
BROOKLYN, NEW YORK 11201

ACCOUNT NUMBER
01-73506-5

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS-CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
07/31				08/31/72

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
65,525.00	+	.00	-	.00	=	65,525.00

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
					65,525.00
				08/31	65,525.00

CODES: CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LS - LIST OF CHECKS RT - RETURN ITEM SC - SERVICE CHARGE CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1553

Plaintiff's Exhibit 40

GLEN HEAD
ROSLYN HEIGHTS

The First National Bank
OF GLEN HEAD
GLEN HEAD, N. Y.

GLENVALE
NORTHPORT

NOTIFY US OF ANY
CHANGE OF ADDRESS

PAGE # 01

FUN CORPORATION
175 PEARL STREET
BROOKLYN, NEW YORK 11201

ACCOUNT NUMBER
01-73506-5

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS-CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
09/29			1	10/31/72

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
65,525.00	+	.00	-	7,000.00	=	58,525.00

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
7,000.00				10/13	65,525.00
				10/31	58,525.00
					58,525.00
					4779.00
					53745.00

CODES: CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LS - LIST OF CHECKS RT - RETURN ITEM SC SERVICE CHARGE CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1554

Plaintiff's Exhibit 40

GLEN HEAD
ROSLYN HEIGHTS

The First National Bank
OF GLEN HEAD
GLEN HEAD, N. Y.

GREENVALE
NORTHPORT

NOTIFY US OF ANY
CHANGE OF ADDRESS

PAGE # 01

EUN CORPORATION
175 PEARL STREET
BROOKLYN, NEW YORK 11201

ACCOUNT NUMBER
01-73506-5

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS-CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
11/30			1	12/29/72

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
37,795.80	+	.00	−	2,000.00	=	35,795.80

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
					37,795.80
2,000.00				12/13	35,795.80
				12/29	35,795.80

CODES: CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LS - LIST OF CHECKS RT - RETURN ITEM SC - SERVICE CHARGE CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1555

Plaintiff's Exhibit 40

GLEN HEAD
ROSLYN HEIGHTS

The First National Bank
OF GLEN HEAD
GLEN HEAD, N. Y.

GLEN COVE
NORTHPORT

NOTIFY US OF ANY CHANGE OF ADDRESS

PAGE # 01

EON CORPORATION
175 PEARL STREET
BROOKLYN, NEW YORK 11201

ACCOUNT NUMBER: 01-73506-5

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS-CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
10/31			4	11/30/72

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
58,525.00	+	.00	-	20,729.20	=	37,795.80

CHECKS AND OTHER DEBITS	DEPOSITS & OTHER CREDITS	DATE	BALANCE
			58,525.00
4,400.00 ✓		11/01	54,125.00
379.20 ✓		11/02	53,745.80
12,000.00 ✓		11/21	41,745.80
3,950.00 ✓		11/29	37,795.80
		11/30	37,795.80
			2.20
			37 7.95.80

outstanding 2.20 —

CODES: CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LS - LIST OF CHECKS RT - RETURN ITEM SC - SERVICE CHARGE CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1556

Plaintiff's Exhibit 40

GLEN HEAD
ROSLYN HEIGHTS

The First National Bank
OF GLEN HEAD
GLEN HEAD, N. Y.

GLEN COVE
NORTH PORT

NOTIFY US OF ANY CHANGE OF ADDRESS

PAGE # 01

EUN CORPORATION
175 PEARL STREET
BROOKLYN, NEW YORK 11201

ACCOUNT NUMBER: 01-73506-5

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS-CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
11/30			1	12/29/72

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
37,795.80	+	.00	-	2,000.00	=	35,795.80

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
					37,795.80
2,000.00				12/13	35,795.80
				12/29	35,795.80

CODES: CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LS - LIST OF CHECKS RT - RETURN ITEM SC - SERVICE CHARGE CC - CERTIFIED CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1557

Plaintiff's Exhibit 40

GLEN HEAD
ROSLYN HEIGHTS

The First National Bank
OF GLEN HEAD
GLEN HEAD, N. Y.

GREENVALE
NORTHPORT

NOTIFY US OF ANY CHANGE OF ADDRESS

PAGE # 01

EUN CORPORATION
175 PEARL STREET
BROOKLYN, NEW YORK 11201

ACCOUNT NUMBER: 01-73506-5

DATE OF LAST STATEMENT	NUMBER OF DEPOSITS-CREDITS	DEPOSITED ITEMS	NUMBER OF CHECKS - DEBITS	DATE OF THIS STATEMENT
12/29			4	01/31/73

YOUR BALANCE AS SHOWN ON PREVIOUS STATEMENT		TOTAL AMOUNT OF DEPOSITS AND OTHER CREDITS		TOTAL AMOUNT OF CHECKS AND OTHER DEBITS		BALANCE AS OF THIS STATEMENT DATE
35,795.80	+	.00	-	35,795.80	=	.00

CHECKS AND OTHER DEBITS			DEPOSITS & OTHER CREDITS	DATE	BALANCE
20,000.00CC					35,795.80
5,000.00				01/12	15,795.80
1,346.40				01/16	10,795.80
553.80				01/17	9,449.40
0,895.60				01/18	8,895.60
				01/22	.00
				01/31	.00

CODES: CM - CREDIT MEMO DM - DEBIT MEMO EC - ERROR CORRECTION LS - LIST OF CHECKS RT - RETURN ITEM SC - SERVICE CHARGE CC - CERT'D CHECK

USE CONVENIENT FORM ON REVERSE SIDE TO BALANCE YOUR ACCOUNT

A 1558

Plaintiff's Exhibit 40

DEPOSITS			CHECKS DRAWN	AMOUNT	
BALANCE FORWARD					
DATE 6/21	50000	—	NO. 1 DATE 7/10/72 19	20,000	—
6/29	25000	—	FAVOR OF EON Corp		
6/30	20000	—	FOR		
	45000	—	NO. 2 DATE 7/21/72 19	9475	—
Dist	9475	—	FAVOR OF Trade Electronics Corp		
			FOR P.O. #1		
			NO. DATE 10/10/72 19		
			FAVOR OF EON Corp - PIA a/c		
TOTAL DEPOSITS			FOR		
TOTAL CHECKS DRAWN					
BALANCE	65,525	00	TOTAL CHECKS DRAWN		

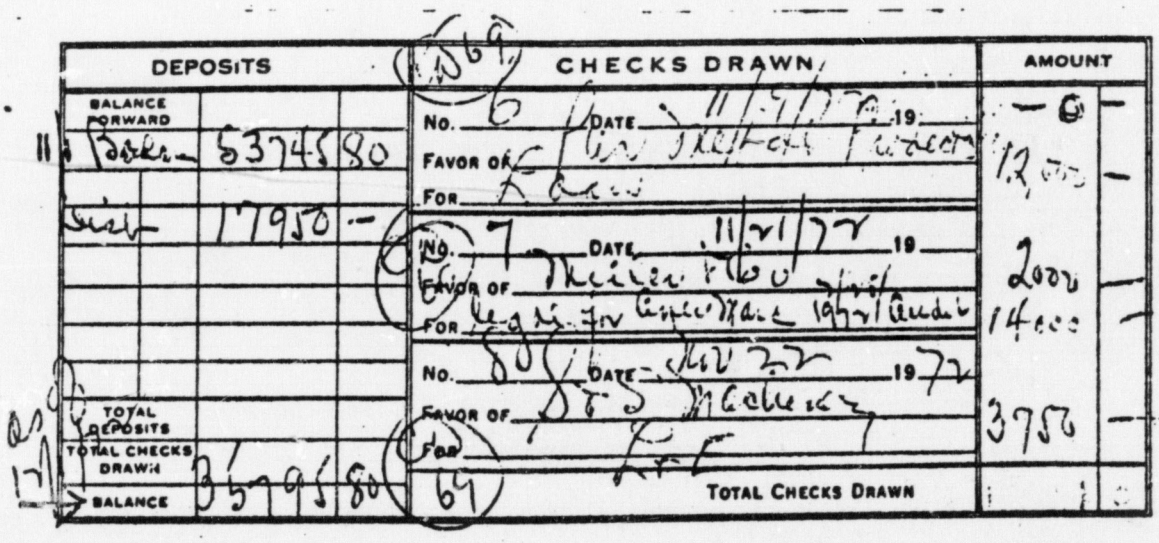
A 1559

Plaintiff's Exhibit 40

DEPOSITS			CHECKS DRAWN	AMOUNT
BALANCE FORWARD				
10/6 Dep	65575	—	No. 3 DATE 10/10/72 19	
			FAVOR OF EON Corp - Pikake	7000 —
			FOR	
	117792	0	No. 4 DATE 10/20/72 19	
			FAVOR OF Goldschmidt Engineering	4400 —
			FOR Turbine Valves	
			No. 5 DATE 10/26/72 19	
			FAVOR OF Ingersoll-C. Inc.	
			FOR Freight from Korea Plant	3792 0
TOTAL DEPOSITS				
TOTAL CHECKS DRAWN				
BALANCE	53745	80	TOTAL CHECKS DRAWN	117792 0

A 1560

Plaintiff's Exhibit 40



DEPOSITS		CHECKS DRAWN	AMOUNT
BALANCE FORWARD	53745 80	No. 6 DATE 11-7-77 19	— 0 —
		FAVOR OF [illegible]	12,000 —
	17950 —	FOR Loan	
		No. 7 DATE 11/21/77 19	
		FAVOR OF Meiken Mfg	2000 —
		FOR Legal Fee Corp Mtge 19% Audit	1400 —
		No. 8 DATE Nov 22 19 77	
TOTAL DEPOSITS		FAVOR OF [illegible]	375 —
TOTAL CHECKS DRAWN	35795 80	FOR [illegible]	
BALANCE		69 TOTAL CHECKS DRAWN	

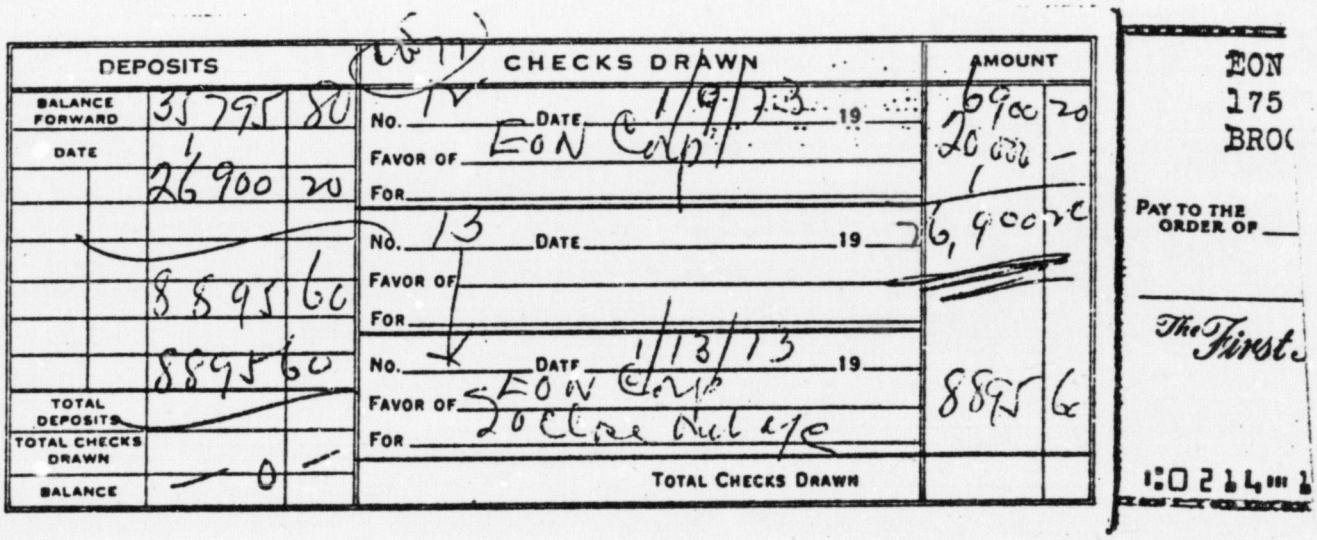
A 1561

Plaintiff's Exhibit 40

DEPOSITS			CHECKS DRAWN	AMOUNT	
BALANCE FORWARD	35,795	80	No. 9 DATE 1/3/19 73		
DATE			FAVOR OF Dunwell Corp		
			FOR IC # B13726 - 1366 12 66	1346	40
			No. 10 DATE 1/3/73 116 19		
			FAVOR OF AFCO		
			FOR Insurance on Bldg - Comm Mtg	553	50
			No. 11 DATE 1/5/73 19	1900	00
			FAVOR OF Hildebrand & Frank		
			FOR Legal	5000	—
TOTAL DEPOSITS					
TOTAL CHECKS DRAWN			TOTAL CHECKS DRAWN	6900	20
BALANCE					

A 1562

Plaintiff's Exhibit 40



DEPOSITS			CHECKS DRAWN	AMOUNT	
BALANCE FORWARD	35	795 80	No. 12 DATE 1/9/13 19	6	900 20
DATE			FAVOR OF EON Corp	20	00 —
1	26	900 20	FOR		
			No. 13 DATE 19	6	900 00
	8	595 60	FAVOR OF		
			FOR		
	8	895 60	No. X DATE 1/13/13 19		
TOTAL DEPOSITS			FAVOR OF EON Corp	8	895 6
TOTAL CHECKS DRAWN			FOR Doctrine Rutage		
BALANCE	—	0 —	TOTAL CHECKS DRAWN		

EON
175
BROC

PAY TO THE ORDER OF

The First

⑆0214⑈

A 1563

PLAINTIFF'S EXHIBIT 41

ADVICE OF PAYMENT

PAYEE NAME: [illegible]

CONTRACT NO.: PHA K 016 9 CA 357

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

PP Req #1

TOTAL AMOUNT OF INVOICES	$ 16105.33
REFUND (See Remarks)	
GROSS AMOUNT (Omit If No Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	16105.33

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

1 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477 JUN 63 REPLACES AF FORM 1139 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1564

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

12/23ar

PAYEE NAME: (illegible) Mare

CONTRACT NO.: DAAK0169CA359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

PP#2

TOTAL AMOUNT OF INVOICES	$ 21,149.88
REFUND (See Remarks)	
GROSS AMOUNT (Omit If No Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT 0 %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	21149.88

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

2 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477 JUN 63 REPLACES AF FORM 1169 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1565

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

PAYEE NAME	CONTRACT NO.
(illegible) Lane	DAHK 0169 CA 359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

PP Req #3

TOTAL AMOUNT OF INVOICES	$ 27081.39
REFUND (See Remarks)	
GROSS AMOUNT (Omit If No Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	27081.39

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

3 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477 JUN 63 REPLACES AF FORM 1139 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCKS MAY BE USED.

A 1566

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

PAYEE NAME: (illegible)

CONTRACT NO.: 10AFK0169CA359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

PP Req. #4

TOTAL AMOUNT OF INVOICES	$ 24994.66
REFUND (See Remarks)	
GROSS AMOUNT (Omit If No Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT 0 %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	24994.66

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

4 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477 JUN 65 — REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1567

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 3/13/70

PAYEE NAME: American MARC

CONTRACT NO.: DAA K01-69-C-1359

THE ENCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Progress Payment #5

TOTAL AMOUNT OF INVOICES	$ 66,449.67
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	66,449.67

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

5 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1139 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1568

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 6/1/72-2M

PAYEE NAME: Lincoln MARC

CONTRACT NO.: DAAK01-69-C-A359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Progress Payments 6, 7, & 8

TOTAL AMOUNT OF INVOICES	$ 108,107.40
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	108,107.40

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

6 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1569

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 7-2-70-Cir

PAYEE NAME	CONTRACT NO.
American Heritage, Inc. & CONCO	DAAK01-69-C-A359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Progress Pmt # 9

TOTAL AMOUNT OF INVOICES	$ 75,922.19
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	75,922.19

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

7 PARTIAL

FINANCE OFFICE

REMARKS

DA FORM 477
JUN 65

REPLACES AF FORM 1150 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1570

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 7/17/65

PAYEE NAME: American MARC Div. Fox Grp. | CONTRACT NO.: DAA K01-69-C-0337

THE INCLOSED PAYMENT HAS BEEN BASED OF THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Progress Payment #10

TOTAL AMOUNT OF INVOICES	$ 75,939.05
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	75,939.05

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

6 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1571

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

PAYEE NAME	CONTRACT NO.
AMERICAN MAR DIV/ECAI GARDI	DAAK01-69-C-0559

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Prog. Pmt. 11

TOTAL AMOUNT OF INVOICES	$ 110,581.87
REFUND *(See Remarks)*	
GROSS AMOUNT *(Omit if no Refund)*	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION *(See Remarks)*	
NET PAYMENT	$ 110,581.87

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND
	9 PARTIAL		

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1572

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

8 Illinois

PAYEE NAME	CONTRACT NO.
American Bridge, Div.	DA-11-026-eng-357

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

19757
19758
19766

TOTAL AMOUNT OF INVOICES	35,950.72
REFUND (See Remarks)	
GROSS AMOUNT (Omit If No Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 5%	30,558.11
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	5392.61

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

10 PARTIAL

FINANCE OFFICE

REMARKS

Paid per Unit Price Bid.

/1 REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1573

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

8/17/[illegible]

PAYEE NAME	CONTRACT NO.
[illegible] Inc.	DAH K01 69 C H 3 5 [illegible]

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

Prog. Payment #12

TOTAL AMOUNT OF INVOICES	$ 147,102.41
REFUND (See Remarks)	
GROSS AMOUNT (Omit If No Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT 0 %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	147,102.41

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

11 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477 REPLACES AF FORM 1157 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1574

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

8/19/70

PAYEE NAME	CONTRACT NO.
Lopez-Lee Mare Dr. Kaiser	DAA K01 69 C A352

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19807
19808

TOTAL AMOUNT OF INVOICES	$ 38,493.70
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	32,719.65
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	5,774.05

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

12 PARTIAL

FINANCE OFFICE

REMARKS

Multi year contract 14,150.
Repair for Road
Grading Apts 3,
Recreational
Maintenance Cont. 25,000.

Jul 1965 = Mod P00#14
5/26/70
Increases negotiated
Contractor agrees to perform
the additional work
by the settlement for the sum of

DSA FORM 477
JUN 65

REPLACES AF FORM 1150 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1575

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 5/21/1970

PAYEE NAME: American Mare Div. EON Corp

CONTRACT NO.: DAHC16 72 C 0355

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

19745

TOTAL AMOUNT OF INVOICES	$ 100.00
REFUND *(See Remarks)*	
GROSS AMOUNT *(Omit if no Refund)*	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	85.00
OTHER DEDUCTION *(See Remarks)*	
NET PAYMENT	15.00

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

13 PARTIAL

FINANCE OFFICE

REMARKS

Acc Payable

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1576

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

8/28/70

PAYEE NAME: American Marc Div

CONTRACT NO.: DAAK01-69-C-A359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

19795
19797
19796

TOTAL AMOUNT OF INVOICES	$ 62,197.68
REFUND (See Remarks)	
GROSS AMOUNT (Omit If No Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85 % adjusted	26,339.78
OTHER DEDUCTION (See Remarks)	21,209.70
NET PAYMENT	4,648.20

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PR
	ADVANCE		LAPSED PU

~~14~~ PARTIAL

FINANCE OFFICE

REMARKS: Dedutted for overpayment on Inv#19803 paid in error, Per AOD; Recupement adjusted accordingly;

Recupe(Current PP#14)	44,3[illegible]
Cre.it for recupement taken on Inv#19080 PP#12	18,0[illegible]
Recupement due this Payment	26,339.7

[illegible] A07[illegible]
[illegible] 5303, [illegible]
H/C J.E Chittock, [illegible]
[illegible] AF

DSA FORM JUN 65 477 REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1577

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

9/14/70

PAYEE NAME: Lemuel Mars

CONTRACT NO.: DAHK0169C7359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Prog. Payment #16

TOTAL AMOUNT OF INVOICES	$ 119,241.84
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	119,241.84

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

15 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1578

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

PAYEE NAME: Ebasco Services	CONTRACT NO.: DA-AK01-69-C-A355

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19831
19815

TOTAL AMOUNT OF INVOICES	$ 90,608.53
REFUND *(See Remarks)*	
GROSS AMOUNT *(Omit if no Refund)*	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85 %	77,017.28
OTHER DEDUCTION *(See Remarks)*	
NET PAYMENT	13,591.25

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

16 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1579

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

9/29/68.

PAYEE NAME	CONTRACT NO.
Lorraine Plaza	DAAK01 67 CA 357

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19837

TOTAL AMOUNT OF INVOICES	$ 20,049.44
REFUND *(See Remarks)*	
GROSS AMOUNT *(Omit if no Refund)*	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	17,042.02
OTHER DEDUCTION *(See Remarks)*	
NET PAYMENT	3,007.42

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

17 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1580

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 10/5/70 CD

PAYEE NAME: Control Data Corporation

CONTRACT NO.: DAHC01-69-C-A359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19843

TOTAL AMOUNT OF INVOICES	$ 34,567.00
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	29,382.80
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	5,185.20

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

18 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1139 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1581

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

10 Wallace

PAYEE, NAME: Corcoran Manufacturing

CONTRACT NO.: DLA400-69-C-A357

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19854

TOTAL AMOUNT OF INVOICES	$ 51,852.00
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	44,074.20
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	7,777.80

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

19 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM ... JUN 6...

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1582

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

14 711 7066

PAYEE NAME	CONTRACT NO.
Wallace Nute Davison	DAHC0169CA359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Progress Payment #14

TOTAL AMOUNT OF INVOICES	$ 142,346.78
REFUND *(See Remarks)*	
GROSS AMOUNT *(Omit if no Refund)*	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION *(See Remarks)*	
NET PAYMENT	142,346.78

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

20 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1583

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

11/21/61

PAYEE NAME	CONTRACT NO.
Louisiana Materials Co. E&M Corp.	DA-16-129-CA-352

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19863

TOTAL AMOUNT OF INVOICES	$ 51,852.00
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	44,074.20
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	7,777.80

TYPE OF PAYMENT

	COMPLETE OR FIN L		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

21 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1139 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1584

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

12/2/1966

PAYEE NAME: American Pipe/Bay Con Corp

CONTRACT NO.: DAAK01-69-C-A359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Prog. Payment #15

Inv #. 19872

. 19882

TOTAL AMOUNT OF INVOICES	$ 172,451.25
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	72,869.34
$5724.64 OTHER DEDUCTION (See Remarks)	
NET PAYMENT	99,581.91

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

22 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477 JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1585

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

12/14/[illegible]

PAYEE NAME: Canadian Pacific Air Co.

CONTRACT NO.: DA A K01 69 C A357

THE INCLOSED PAYMENT HAS been BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Prog. Payment #16

TOTAL AMOUNT OF INVOICES	$ 93,028.74
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	93,028.74

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

23 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477 JUN 65 REPLACES AF FORM 1139 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1586

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

1/1

PAYEE NAME	CONTRACT NO.
Expeditors Pac. Dr. Co.	DA A K01 69 C A [illegible]

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19911
19916

TOTAL AMOUNT OF INVOICES	$ 106,36[illegible]
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	90,4[illegible]6.
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	15,9[illegible]4

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN P[illegible]
	ADVANCE		LAPSED FU[illegible]

24 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1587

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

PAYEE NAME	CONTRACT NO.
Engineers Materials Co.	DA-04-169-CA-359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Progress Payment #17

TOTAL AMOUNT OF INVOICES	$ 156,495.23
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	156,495.23

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

25 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 63

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1588

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

PAYEE NAME	CONTRACT NO.
Universal Moore Div. Corp	DA A K o 169 C A 3

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19918

TOTAL AMOUNT OF INVOICES	$ 53,1
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	45,20
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	7,97

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK I
	ADVANCE		LAPSED

26 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 62

REPLACES AF FORM 1150 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1589

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

11/24/66

PAYEE NAME	CONTRACT NO.
Universal Metals	DA A K01 69 C A357

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Supplemental Billing
19895

TOTAL AMOUNT OF INVOICES	$ 11,114.11
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	9,446.99
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	1,667.12

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

21 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1590

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 1/26/71

PAYEE NAME: American Mach. & Fdry. Co.

CONTRACT NO.: DAAK01 69C A359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19924

TOTAL AMOUNT OF INVOICES	$ 709.10
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS REPAYMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	709.10

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

28 PARTIAL

FINANCE OFFICE

REMARKS

AF FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1591

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

3/31/71

PAYEE NAME: American Mine Welding & Eqpt Co

CONTRACT NO.: DA-4-K-01-69-C-4359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19931
19928
19927
19929
19930

TOTAL AMOUNT OF INVOICES	$ 108,414.00
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
* WORK IN PROGRESS RECOUPMENT @ 85 %	92,832.64
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	15,671.36

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

29 PARTIAL

FINANCE OFFICE

REMARKS

* Includes Recoupment erroneously not deducted on OP # 28,160 2.74 Invoice # 19924

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1592

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

2/17/72 E

PAYEE NAME: American Pipe & Const Co.

CONTRACT NO.: DAHA0169C4359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19935

TOTAL AMOUNT OF INVOICES	$ 53,182.50
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 5 %	45,205.13
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	7,977.37

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

30 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 68

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1593

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

2121

PAYEE NAME: Lawrence Manufacturing Co. EON Corp.

CONTRACT NO.: DAAK01 69 C A357

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Prog. Payment #18

TOTAL AMOUNT OF INVOICES	$ 156,066.94
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	156,066.94

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

31 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1150 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1594

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

2/26/71 E.

PAYEE NAME: American Marine Dev. Eqpt. Corp.

CONTRACT NO.: DAAK01-69-C-0359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19942

TOTAL AMOUNT OF INVOICES	$ 53,182.50
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	45,205.13
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	7,977.37

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

32 PARTIAL

FINANCE OFFICE

REMARKS

SA FORM 477
JUN 65

REPLACES DA FORM 1150 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1595

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

3/1/71

PAYEE NAME: Gemini Diversified Services, Inc.

CONTRACT NO.: DAAK01 69 C A35 9

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19950
19949

TOTAL AMOUNT OF INVOICES	$ 53,182.50
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	45,205.13
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	7,977.37

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

33 PARTIAL

FINANCE OFFICE

REMARKS

FORM 477
JN 65

REPLACES AF FORM 1199 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1596
Plaintiff's Exhibit 41

ADVICE OF PAYMENT 3-8-71-Cav

PAYEE NAME	CONTRACT NO.
Aerojet MAR Div, EON Corp	DAAK01-69-C-A359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Vouc # 1
2
3

TOTAL AMOUNT OF INVOICES	$ 51,030.72
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	43,376.11
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	7,654.61

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

34 PARTIAL

FINANCE OFFICE

REMARKS

ASO approved

DSA FORM 477
JUN 65

REPLACES AF FORM 1139 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1597

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

3/21/[illegible]

PAYEE NAME	CONTRACT NO.
Consolidated Marine Div/Fox Corp	DAAK01 69C A357

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19951

TOTAL AMOUNT OF INVOICES	$ 44,318.75
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	37,670.94
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	6,647.81

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

35 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1139 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1598

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

3/18/71 E.F.

PAYEE NAME: Lucas Western Div / Eon Corp

CONTRACT NO.: DAAK01-69-CA-35

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Prog. Payment #9

TOTAL AMOUNT OF INVOICES	$ 152,834.80
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	152,834.80

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

36 PARTIAL

FINANCE OFFICE

A33944

3-19-71

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1199 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1599

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

PAYEE NAME: American Ware Dist Eng Corp

CONTRACT NO.: DA-11-KO1-69-CA-25-

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

19954

TOTAL AMOUNT OF INVOICES	$ 41,836.90
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	35,561.37
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	6,275.53

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

37 PARTIAL

*FINANCE OFFICE

REMARKS

DA FORM 477
JUN 69

REPLACES AF FORM 1189 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1600

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

PAYEE NAME	CONTRACT NO.
American Mutual Ins Corp	DAKO169CA351

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19964
19965

TOTAL AMOUNT OF INVOICES	$ 53,182.56
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	45,205.19
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	7,977.37

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

38 PARTIAL

FINANCE OFFICE

REMARKS

REPLACES AF FORM 1189 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1601

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

4/8/71 E

PAYEE NAME: Lockheed Missiles & Space Co

CONTRACT NO.: DA-04-495-AMC-359(A)

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19967

TOTAL AMOUNT OF INVOICES	$ 53,183.50
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	45,205.13
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	7,977.37

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

39 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1150 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1602

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

PAYEE NAME	CONTRACT NO.
Universal Plate Fabr. Corp.	DHAK0169 CA3-5

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Prog. Payment #20

TOTAL AMOUNT OF INVOICES	$ 163,184.61
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	163,184.61

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

40 PARTIAL

FINANCE OFFICE

A 374-22
4-16-71

REMARKS

DSA OHM 477
JUN 63

REPLACES AF FORM 1150 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1603

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

4/19...

PAYEE NAME	CONTRACT NO.
Litton Mfrg/Dur-Em Corp	DLA K016 9 C A 357

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19976

TOTAL AMOUNT OF INVOICES	$ 48,927.90
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85 %	41,588.72
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	7,339.18

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

41 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED

A 1604

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

4/22/68

PAYEE NAME: American Manufacturing Co

CONTRACT NO.: DAAK01-69-A-3529

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19978

TOTAL AMOUNT OF INVOICES	$ 52,887.95
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 8.5%	44,963.76
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	7,924.19

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

42 PARTIAL

FINANCE OFFICE

REMARKS

OMM 477 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1605

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

6/1/71 ze

PAYEE NAME: American Mar Rev/EO11Corp

CONTRACT NO.: DAAK01-69-CA357

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19822
19785
19791
20007
20008
20009
20010

Prog Pmt #21

TOTAL AMOUNT OF INVOICE	$ 385,400.14
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85% 199,401.37	169,491.11
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	215,909.03

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

43 PARTIAL

FINANCE OFFICE

A428-23
5-29-71

REMARKS

Inv 19822
ACO Approved
Inv 19822 [illegible]

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1606

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

6/3/71

PAYEE NAME: American Machine/EON Co.

CONTRACT NO.: DAAK01-69-CA357

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

19752

TOTAL AMOUNT OF INVOICES	$ 8,707.76
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	7,401.77
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	1,306.19

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

4 4 PARTIAL

FINANCE OFFICE

REMARKS

ACO approved

mod P0010

clarification letter

DSA FORM 477
JUN 69

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1607

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

7-8-71

PAYEE NAME — American Mine Air/Eon Co.

CONTRACT NO. DAAK01-69-CA359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

Prog Pmt # 22

TOTAL AMOUNT OF INVOICES	$ 116,849.50
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	116,849.50

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

45 PARTIAL

FINANCE OFFICE

A008-18
1-09-11
5303

REMARKS

DA FORM 411
REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1608

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

7/15/71

PAYEE NAME: Emerson Electric/EON Corp

CONTRACT NO.: DAAK01-69-CA357

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

Prog Pmt #23

Inv # 20112.
20014
19992
770

TOTAL AMOUNT OF INVOICES	$ 203,843.06
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 5% (or 4,201.60)	6#,777.65
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	139,065.41

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

46 PARTIAL

FINANCE OFFICE

A014-36
7-16-71

REMARKS

CLIN NO. 0017 on
Mod & NO. P0010
(Structures work)
ACO Approved.

Prog Pmt #23
(1) Prog Pmt #23 in the amount of $3,804.00 - Structures Work

DSA FORM 477
JUN 63

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1609

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

8/5/71 JC

PAYEE NAME: American Dredging Co

CONTRACT NO.: DNAKO1-69-CA357

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

20150
20142

TOTAL AMOUNT OF INVOICES	$ 71,973.65
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 95 %	61,177.60
OTHER DEDUCTION (See Remarks) *	100.00
NET PAYMENT	10,696.05

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

47 PARTIAL

FINANCE OFFICE

REMARKS

* Deduction for mod 18

Credit on Invoice Invoice # 43

DSA FORM 477 JUN 69

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1610

Plaintiff's Exhibit 41

ADVI. . OF PAYMENT 8/19/71

PAYEE NAME	CONTRACT NO.
Lawrence MacDonald Co.	DAKO1-69-C-A359

THE INCLOSED PAYMENT HAS/BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

20166
20165
20164
20163
20160
20159
20116

Prog Pmt #24

2.451's

TOTAL AMOUNT OF INVOICES	$ 71,746.34
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 5% (on 770,534.41)	38,700.17
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	33,046.17

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

48 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477 JUN 69

REPLACES AF FORM 1139 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1611

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

8/27/71

PAYEE NAME: American Mfg. Sales Co., Inc.

CONTRACT NO.: DAK01-69-CA3

THE ENCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

—

20157
20174
20173
20172
20171

TOTAL AMOUNT OF INVOICES	$46,033.10
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT 85%	39,127.14
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	6,905.96

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

11 PARTIAL

FINANCE OFFICE

REMARKS

(2.45)

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1612

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 20161 20162

PAYEE NAME	CONTRACT NO.
Universal Wire Co.	DAAK01-69-A350

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

20161
20162

TOTAL AMOUNT OF INVOICES	$ 1868.85
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	1588.52
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	280.33

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

50 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1150 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1613

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

10/12/71 tc

PAYEE NAME: Appalachian Mic Mic ECN Corp

CONTRACT NO.: DAAK01-69-CA35

THE ENCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

Prof Prof # 25

TOTAL AMOUNT OF INVOICES	$ 17,589.05
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	17589 05

PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

51 PARTIAL

FINANCE OFFICE

REMARKS

Certification in Basic file.

REPLACES AF FORM 1139 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1614

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 12/8/71 tc

PAYEE NAME: Lipsett Div Litton Ind Co

CONTRACT NO.: DAAK01-69-CA359

THE ENCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

70226

TOTAL AMOUNT OF INVOICES	$ 636.17
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT 85 %	540.74
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	95.43

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

52 PARTIAL

FINANCE OFFICE

REMARKS

Per 770-2 P00027

DSA FORM 477
JUN 69

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1015

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

1/10/72

PAYEE NAME	CONTRACT NO.
Lawler Mare Assoc / ± ON Com.	DHA-K01-64-C1357

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

20247

Prog Pmt # 26.

TOTAL AMOUNT OF INVOICES	$ 109,309.50
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 15% on 76,065.67	11,653.68
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	61,653.82

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

53 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 63

REPLACES AF FORM 1139 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1616

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 1-21-70

PAYEE NAME: American MARC Div. of LEAR Siegler

CONTRACT NO. DAAK01-69-C-0358

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

Attached

20258

20262

TOTAL AMOUNT OF INVOICES	$ 112,131.00
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85 %	95,311.35
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	16,819.65

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

54 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1617

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 2-4-72

PAYEE NAME: American MARC Div. EGI Const. CONTRACT NO.: DAAK21 69-C-0334

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

Inv 90909 and Progress Pmt # 27

TOTAL AMOUNT OF INVOICES	$ 215,797.50
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 25%	47,655.66
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	168,141.84

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

55 PARTIAL

FINANCE OFFICE

REMARKS

Air Mail Envelope

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1618

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

PAYEE NAME	CONTRACT NO.
American MARC Div. FMC Corp.	DAB K01 69 C 4001

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

CRW 0005
CRW 0006

TOTAL AMOUNT OF INVOICES	$ 112,131.00
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT 85%	95,311.35
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	16819.65

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

56 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 471
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1619

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 3/14/72-C

PAYEE NAME: Ling-Temco-Vought, Inc./EON-Corp.

CONTRACT NO.: DAAK01-69-C-1959

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOs.

CNW0007

Progress Pymt #28

TOTAL AMOUNT OF INVOICES	$ 215,797.50
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	47,655.63
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	168,141.87

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

57 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 69

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1620

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 4/5/72 CS

PAYEE NAME: American Mach. & Dist. EON-Borg, | CONTRACT NO.: DAAK01-69-CA359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

Progress Pymt. #29

TOTAL AMOUNT OF INVOICES	$ 212,976.00
REFUND (See Remarks)	
GROSS AMOUNT (Omit If No Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT # %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	212,976.00

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

58 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM JUN 63 477 REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1621

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

4-20-72 (1)

PAYEE NAME: Universal Mfg. Corp. / EON-Corp.

CONTRACT NO.: DAAK01-69-CA359

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

20299
20300
20311

Progress Payment #30

TOTAL AMOUNT OF INVOICES	$ 250,859.92
REFUND (See Remarks)	
GROSS AMOUNT (Omit If No Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 85%	32,201.33
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	218,658.59

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PROGRESS
	ADVANCE		LAPSED FUND

59 PARTIAL

FINANCE OFFICE

REMARKS

177 REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1622

Plaintiff's Exhibit 41

ADVICE OF PAYMENT

6-16-72

PAYEE NAME: Hillman-MARC Dival Eq Co 2 | CONTRACT NO.: DAAK01-

THE ENCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.

Prog Pmt #31

TOTAL AMOUNT OF INVOICES	$ 81,448
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ %	
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	81,448

TYPE OF PAYMENT

	COMPLETE OR FINAL	X	WORK IN PR...
	ADVANCE		LAPSED FUND

60 PARTIAL

FINANCE OFFICE

REMARKS

DSA FORM 477
JUN 65

REPLACES AF FORM 1159 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

A 1623

Plaintiff's Exhibit 41

ADVICE OF PAYMENT 8/21/72 JW

PAYEE NAME: Lockheed Aqua Sys. Div. of Lockheed Corp.

CONTRACT NO.: N 44K01-69-C-4259

THE INCLOSED PAYMENT HAS BEEN BASED ON THE FOLLOWING COMPUTATIONS:

INVOICE OR AUDIT VOUCHER NOS.	SHIPMENT NOS.	AMOUNTS
20285		
20296		
20297		
20298		
20301		
20308		
20309		
20312		
20314		
20315		
20319		
20323		
20326		
20328		
20332		
20333		

TOTAL AMOUNT OF INVOICES	$ 982,296.58
REFUND (See Remarks)	
GROSS AMOUNT (Omit if no Refund)	
LESS DISCOUNT	
WORK IN PROGRESS RECOUPMENT @ 100%	982,296.58
OTHER DEDUCTION (See Remarks)	
NET PAYMENT	— 0 —

TYPE OF PAYMENT

	COMPLETE OR FINAL		WORK IN PROGRESS
	ADVANCE		LAPSED FUND

01 PARTIAL

FINANCE OFFICE

REMARKS

PAYEE'S CODE

LATEST MOD:

OVER ☐ UNDER ☐ EXD

FUNDS REMAINING:

Liquidation at 100%
Per Memo dtd. 8/4/72
signed Lt. Patrick J. Kopp
Cont. Mgt. SAF

DSA FORM 477
JUN 63

REPLACES AF FORM 1189 WHICH IS OBSOLETE WITHIN DSA. EXISTING STOCK MAY BE USED.

Due and timely service of ONE copies
of the within SUPPLEMENTAL APPENDIX hereby
admitted this 1st day of NOVEMBER 1976

/Breed Abbott Morgan
.....
Attorney for APPELLEE